

PHOTOFUZION PHOTOGRAPHY
WEDDING CONTRACT

Wedding Date and Time: _____

Bride's Name: _____

Phone: _____ **Fax:** _____

Address: _____
e-mail: _____

Groom's Name: _____

Phone: _____ **Fax:** _____

Address: _____

email: _____

Time Photography Session Starts: _____ **Ends:** _____

Amount of Guests: _____

Other Photography Sessions agreed on:

Wedding Chapel Location: _____

Wedding Official and Contact Number:

Wedding Reception Location: _____

Wedding Reception Manager and Contact Number:

Bride's Dress-up Location: _____

Wedding theme: please specify **colour scheme** / traditional / formal / informal / casual etc.

Wedding Attire: describe bride, groom and **wedding** party attire:

Photography fee agreed on: R_____ (plus applicable expenses as described in the **contract**). A deposit of 50% (R_____) is due when this agreement is signed, and the balance (R_____) is to be paid no later than two weeks prior to

the wedding day.

Additional Expenses: THE CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between PHOTOFUZION Photography and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. **RETAINER:** Upon your signature, PHOTOFUZION Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, a retainer of 50% is **non-refundable**, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The retainer is to be paid at time of signing the contract. The retainer is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due four weeks prior to the wedding date.

3. **SAMPLE CD DELIVERY:** Photofuzion Photography will provide THE CLIENT with a low resolution Sample CD. This Sample CD will contain photographs taken during your special day. As soon as possible, THE CLIENT, should provide PHOTOFUZION Photography with a list of desired images to be printed, enlarged and/or digitally manipulated. The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to PHOTOFUZION Photography's receipt of this list.

4. **CANCELLATION:** In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the retainer will be forfeited. PHOTOFUZION Photography agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

5. **PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations.

6. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s). THE CLIENT is also responsible for identifying any individual/s that do not desire to be photographed.

7. 120 MINUTE WINDOW: The bride and/or groom agree to set aside at least 60 minutes before the commencement of the **wedding** ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 120 minute window from occurring, PHOTOFUZION Photography shall not be held liable for failure to take desired photographs.

8. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. PHOTOFUZION Photography is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to PHOTOFUZION Photography. PHOTOFUZION Photography recommends that THE CLIENT designate an "event guide" (see **PRE-EVENT CONSULTATION** above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

9. SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and PHOTOFUZION Photography agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, PHOTOFUZION Photography will not be held liable for any photographs not taken.

10. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; PHOTOFUZION Photography will offer technical recommendations only.

11. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by PHOTOFUZION Photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without PHOTOFUZION Photography's explicit written permission.

- THE CLIENT must obtain written permission from, and compensate PHOTOFUZION Photography prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

- **MODEL RELEASE:** THE CLIENT hereby assigns and grants PHOTOFUZION Photography and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases PHOTOFUZION Photography and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that PHOTOFUZION Photography may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by PHOTOFUZION Photography.
- **EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that PHOTOFUZION Photography will act as the sole and exclusive **wedding** photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by PHOTOFUZION Photography, THE CLIENT acknowledges that PHOTOFUZION Photography will not be held liable for any shots unavailable because of interference from guest photography. PHOTOFUZION Photography reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the retainer being forfeited.

- **GUEST COOPERATION:** THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the **wedding** day should be planned to make the best use of time from all vendors.

PHOTOFUZION Photography will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted and any damage to equipment will be the responsibility of THE CLIENT to replace or repair.

15. COMPLETION SCHEDULE: The printing process can only start once PHOTOFUZION Photography receives the order list for the required images. Digital processing takes approximately 2 weeks. Creation of a **wedding** album takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

16. PAYMENTS: THE CLIENT agrees that 50% retainer is required at the time of **contract** acceptance and 100% of the remaining balance is due two weeks prior to the wedding date.

17. FINAL DELIVERY: PHOTOFUZION Photography will deliver the prints and any additional material once printing is completed.

18. METHOD OF REMUNERATION: Payment may be made in cash, check or money order. Returned checks are subject to a R100.00 returned check fee.

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

Bank Details:	- Photofuzion CC
Bank	- Nedbank
Branch Code	- 16054518
Account Number	- 1605233706
Account Type	- Current Account

19. PURCHASE OF DIGITAL NEGATIVES: If THE CLIENT desires a copy of the additional digital negatives (images not selected for the paid package) in high resolution, these images may be purchased at a specified cost and will be supplied on CD. A low resolution digital negative CD will be given FREE with purchase of a Basic, Standard, Deluxe or Higher Packages.

20. PENALTY FEES & CHARGES: There is a R200.00 late payment fee for any payments that are not postmarked or delivered to PHOTOFUZION Photography by the required date. **THE CLIENT IS RESPONSIBLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS OF COLLECTION.**

21. RIGHT OF WITHDRAWAL: PHOTOFUZION Photography's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should PHOTOFUZION Photography initiate the withdrawal, all fees will be returned, excluding retainer as well as fair market value for all services/products already provided. In case of withdrawal, R650.00 an hour is charged for all photography services already provided and R500.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

22. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. PHOTOFUZION Photography will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this **contract** at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

PHOTOFUZION Photography takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond PHOTOFUZION Photography's control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the **contract** price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

23. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the **wedding**, PHOTOFUZION Photography cannot place an unconditional guarantee on the above. PHOTOFUZION Photography will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of PHOTOFUZION Photography's control.

24. PERFORMANCE: The performance of this **contract** on behalf of PHOTOFUZION Photography shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

25. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

26. AMENDMENTS: This **contract** has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and PHOTOFUZION Photography at the time of acceptance of this **contract** shall be recognized as amendments to this **contract**.

27. PRICE GUARANTEE: The prices listed in this contract expire one year after the wedding date and orders placed after this time has expired will be at current PHOTOFUZION Photography rates.

28. REPRINT ORDERS: Reprints of photos (or additional prints of photos not included in the package, but which is part of the additional low resolution images provided on CD) may be ordered at the following rates:

- Jumbo Print (4"x6") R 25.00
- 6" X 9" Print R 30.00
- 8" X 12" (A4) Print R 42.00
- 12" X 16" Print R57.00
- Photo Album (empty) R 650.00
- Additional DVD (including cover) R 250.00

- Additional Image Manipulation R 350.00 per hour
- Additional High Resolution Negative R 200.00
- Additional Overtime R 450.00 per hour

Please note that these prices are only good for 60 days following the wedding, after that they are subject to change without any prior notice.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed _____ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ (Witness)

Signed _____ (on behalf of PHOTOFUZION Photography)

Date _____

Location _____