

Catherine

Fine Art Wedding and Portrait Photography









PHOTOGRAPHY BY LAHNA MARIE

CLIENT'S NAME _____

ADDRESS _____

TEL _____

EMAIL _____

EVENT DATE _____

VENUE NAME AND ADDRESS _____

CHARGES: THE PACKAGE FEE IS BASED ON THE PHOTOGRAPHER'S PRICING SHEET AND INCLUDES THE PHOTOGRAPHS DESCRIBED THEREIN. IF THE FEE IS NOT BASED ON A PACKAGE BUT IS A SESSION FEE, ALL PHOTOGRAPHS SHALL BE BILLED IN ADDITION TO THE FEE AND IN ACCORDANCE WITH THE STANDARD PRICE LIST. IN ADDITION TO EITHER THE PACKAGE FEE OR THE SESSION FEE, THE EXTRA CHARGES SET FORTH BELOW SHALL BE BILLED IF AND WHEN INCURRED.

ADDITIONAL HOURS OF WEDDING PHOTOGRAPHY COVERAGE WILL BE BILLED AT \$500 PER HOUR. THE RETAINER IS NOT REFUNDABLE. PLEASE ENSURE THAT YOUR VENUE AND WEDDING DATE IS SECURED PRIOR TO BOOKING YOUR PHOTOGRAPHER.

THE DOTTED LINE

PACKAGE TYPE & NUMBER OF HOURS _____ PRICE \$ _____

(ALL WEDDING PACKAGES INCLUDE HIGH RESOLUTION DIGITAL FILES)

ADDITIONAL FEE _____ PRICE \$ _____

ADDITIONAL FEE _____ PRICE \$ _____

TOTAL \$ _____

NON REFUNDABLE RETAINER \$ _____

(EVENT DATE IS DUE DATE) BALANCE DUE \$ _____

THE CLIENT HAS REVIEWED THE PHOTOGRAPHERS WORK AND ACKNOWLEDGES THE PHOTOGRAPHERS RIGHT TO USE CREATIVE AND PROFESSIONAL EXPERTISE IN PHOTOGRAPHING THE PARTIES WEDDING OR PHOTOGRAPHY SESSION. THE PARTIES HAVE READ BOTH THE FRONT AND BACK OF THIS AGREEMENT, AGREE TO ALL ITS TERMS, AND ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THE AGREEMENT SIGNED BY BOTH PARTIES. EACH PERSON SIGNING AS CLIENT BELOW SHALL BE FULLY RESPONSIBLE FOR ENSURING THAT FULL PAYMENT IS MADE PURSUANT TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS APPEARING ON THE ATTACHED PAGES

CLIENT'S SIGNATURE _____ DATE _____

PHOTOGRAPHER'S SIGNATURE _____ DATE _____



PHOTOGRAPHY BY LAHNA MARIE

1. THE PHOTOGRAPHER SHALL RETAIN COPYRIGHT IN ALL THE MATERIAL PRODUCED BY THE PHOTOGRAPHER AND THIS RIGHT SHALL ACCRUE TO THE BENEFIT OF HIS/HER SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

2. THE PHOTOGRAPHER SHALL NOT BE LIABLE FOR ANY CLAIMS WHATSOEVER RESULTING FROM ALTERATIONS MADE TO THE MATERIAL BY THE CLIENT. THE PHOTOGRAPHER GRANTS THE CLIENT THE RIGHT TO MAKE UNLIMITED NUMBER AND FORMAT OF COPIES OF THE PHOTOGRAPHS IN ANY MEDIUM FOR PERSONAL USE AND THE PHOTOGRAPHER SHALL ISSUE A WRITTEN PHOTO USAGE RELEASE TO THIRD PARTIES TO AUTHORIZE SUCH REPRINTS. THE CLIENT SHALL OBTAIN WRITTEN PERMISSION FROM THE PHOTOGRAPHER PRIOR TO SELLING OR PUBLISHING ANY OF THE MATERIAL FOR FINANCIAL GAIN. THIS INCLUDES TRADE.

3. THE CLIENT GRANTS THE PHOTOGRAPHER AND HIS/HER SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS THE IRREVOCABLE AND UNRESTRICTED RIGHT TO USE AND ALTER THE MATERIAL FOR COMMERCIAL, PROMOTIONAL, MARKETING, COMPETITION OR OTHER PURPOSES WITHOUT COMPENSATION AND HEREBY RELEASE AND SHALL HOLD HARMLESS THE PHOTOGRAPHER AND HIS/HER SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS FROM ALL CLAIMS OR LIABILITY RESULTING FROM OR ASSOCIATED WITH THE USE OF THE MATERIAL.

3.1 NOTWITHSTANDING THE ABOVE, THE FOLLOWING USES ARE SPECIFICALLY NOTED AND AGREED TO AND SPECIFIC EXCLUSIONS FOR USE LISTED HERE SHALL TAKE PRECEDENCE AND RESTRICT THE USE OF THE WORK ACCORDINGLY:

4. IT IS THE CLIENT'S RESPONSIBILITY TO OBTAIN PERMISSION FOR ENTRY TO AND PHOTOGRAPHY AT ALL APPLICABLE LOCATIONS AND TO ADVISE THE PHOTOGRAPHER OF ANY RESTRICTIONS OR POLICIES IN PLACE AT ALL APPLICABLE LOCATIONS.

5. THE PHOTOGRAPHER SHALL NOT BE HELD RESPONSIBLE FOR ANY PHOTOGRAPHS REQUESTED BUT NOT PROVIDED RESULTING FROM THE LATE ARRIVAL OF THE WEDDING PARTIES OR LACK OF PERFORMANCE BY THE DESIGNATED PHOTOGRAPHY COORDINATOR AS APPOINTED BY THE CLIENT. IT IS ALSO A DUTY OF THE PHOTOGRAPHY COORDINATOR TO KEEP GUEST PHOTOGRAPHERS FROM HAMPERING THE PHOTOGRAPHER DURING THE DESIGNATED OFFICIAL PHOTOGRAPHY SESSIONS.

*THIS INCLUDES ALL PHOTOGRAPHY SESSION TYPES.

6. IF THE PHOTOGRAPHER HAS REASON FOR NOT PERFORMING UNDER THIS WEDDING PHOTOGRAPHY CONTRACT, THE FOLLOWING PROVISIONS SHALL APPLY:

6.1 IF THE PHOTOGRAPHER CANNOT ATTEND TO HIS DUTIES FOR MEDICAL REASONS OR OTHER EMERGENCY, ALL EFFORT SHALL BE MADE BY HIM/HER TO ENGAGE A COMPETENT REPLACEMENT PHOTOGRAPHER AT NO EXTRA COST TO THE CLIENT. IF THE PHOTOGRAPHER CANNOT SOURCE A REPLACEMENT PHOTOGRAPHER OR THE CLIENT IS NOT SATISFIED WITH THE PROPOSED REPLACEMENT, ALL MONIES PAID BY THE CLIENT (INCLUDING THE RESERVATION DEPOSIT) SHALL BE REFUNDED IN FULL MINUS FEES FOR WORK ALREADY PERFORMED AND THE PHOTOGRAPHER'S LIABILITY SHALL BE LIMITED TO THIS REFUND.

6.2 ALL MONIES SHALL BE REFUNDED EXCLUDING THE RETAINER AND THIS AGREEMENT BECOME NULL AND VOID IF AN ACT OF GOD OR OTHER CATASTROPHE NECESSITATES CANCELLATION, OR IN CASE OF DEATH OR SERIOUS ILLNESS TO EITHER PARTY OR THEIR IMMEDIATE FAMILIES UP TO FIVE DAYS BEFORE THE WEDDING. SUCH CANCELLATION MUST BE IN WRITING AND A REGISTERED PROFESSIONAL SHALL ATTEST TO THE ILLNESS OR DEATH REFERENCED AS REASON FOR CANCELLATION.

6.3 IF THE PHOTOGRAPHER RESIGNS THIS ASSIGNMENT FOR REASONS SUCH AS CHANGES MADE BY THE CLIENT TO THE VENUE, DATES OR TIME, NON-PAYMENT OF FEES OR NON-PERFORMANCE BY THE CLIENT, MONIES PAID SHALL BE REFUNDED AFTER DEDUCTIONS FOR TRAVELING COSTS INCURRED AND SERVICES PERFORMED UP TO THAT TIME, CHARGED AT \$_____ PER HOUR.



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6.4 THE PHOTOGRAPHER UNDERTAKES TO USE THE UTMOST CARE AND RELIABLE EQUIPMENT THROUGHOUT THE CAPTURING, BACKUP, PROCESSING AND TRANSPORTATION OF THE MATERIAL. IF HOWEVER, THE MATERIAL IS LOST, STOLEN OR DAMAGED FOR ANY REASON, THE PHOTOGRAPHER SHALL REFUND ALL MONEY RECEIVED AND HIS/HER LIABILITY SHALL BE LIMITED TO THIS REFUND. IF A PORTION OF THE MATERIAL IS LOST, STOLEN OR DAMAGED FOR ANY REASON, THEN THE REFUND SHALL BE CALCULATED PRO-RATA BASED ON THE PACKAGE SELECTED AND HIS/HER LIABILITY SHALL BE LIMITED TO THIS PARTIAL REFUND.

7. CLIENTS ARE RESPONSIBLE FOR THEIR GUESTS, AS GUEST CONDUCT THAT INTERFERES WITH THE PHOTOGRAPHER MAY SERIOUSLY AFFECT THE QUALITY OF PHOTOGRAPHS TAKEN. THE PHOTOGRAPHER IS NOT LIABLE FOR ANY MISSED PHOTOGRAPHS DUE TO THESE INTERRUPTIONS IN THE SCHEDULE OR SHOOTING.

8. THE PHOTOGRAPHY SCHEDULE IS DESIGNED TO ACCOMPLISH THE GOALS AND WISHES OF THE CLIENT. THE PHOTOGRAPHER IS NOT LIABLE FOR ANY DISRUPTIONS TO THIS SCHEDULE OUTSIDE THEIR CONTROL.

9. FINAL PAYMENT BALANCE IS DUE NO LATER THAN THE DATE OF THE WEDDING. SHOULD YOU CANCEL OR POSTPONE YOUR WEDDING *WITHIN* 60 DAYS OF YOUR CONTRACTED WEDDING DATE, PAYMENT SHALL BE DUE IN FULL AND SUBJECT TO COLLECTION. CANCELLATION WITHIN 90 DAYS 50% OF YOUR CONTRACTED COLLECTION WILL BE DUE AND SUBJECT TO COLLECTION.

10. POST-PROCESSING AND EDITING TURNAROUND TIME FOR WEDDING PORTRAITS IS APPROXIMATELY 60 DAYS AND UP TO 90 DAYS DEPENDING ON TIME OF YEAR THE WEDDING TOOK PLACE.

11. THIS WEDDING PHOTOGRAPHY CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO CHANGES OR VARIATIONS SHALL BE VALID UNLESS DONE IN WRITING AND SIGNED BY ALL PARTIES.

12. THE PHOTOGRAPHER WILL RETAIN THE CLIENTS WEDDING IMAGES FOR ONE YEAR FROM DATE OF SERVICE, AT WHICH TIME THE PHOTOGRAPHER RETAIN THE RIGHT TO REMOVE THE WEDDING IMAGES FROM STORAGE PERMANENTLY.

13. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON AND SHOULD ANY PROVISION OF THIS AGREEMENT BE JUDGED BY AN APPROPRIATE COURT AS INVALID, IT SHALL NOT AFFECT ANY OF THE REMAINING PROVISIONS WHATSOEVER.

CLIENT'S SIGNATURES:

SIGNED BY THE BRIDE ON THIS ____ DAY OF _____ 20____ AT _____ LOCATION.

SIGNATURE: _____

SIGNED BY THE GROOM ON THIS ____ DAY OF _____ 20____ AT _____ LOCATION.

SIGNATURE: _____

PHOTOGRAPHER'S SIGNATURE: SIGNED ON THIS ____ DAY OF _____ 20____ AT _____ LOCATION.

SIGNATURE: _____



PHOTOGRAPHY BY LAHNA MARIE

I HEREBY CONSENT THAT MY NAME AND THE PHOTOGRAPHS TAKEN AND PRESENTED BY THIS PHOTOGRAPHER MAY BE USED BY LAHNA GRAHAM, PHOTOGRAPHY BY LAHNA MARIE, FOR THE PURPOSE OF DISPLAY, PORTFOLIO, ADVERTISING, WEBSITE OR ANY PUBLICATION TO PROMOTE HER STUDIO OR NAME. I ALSO AGREE THAT THE IMAGES CAN BE USED WITHOUT ADDITIONAL COMPENSATION TO THE UNDERSIGNED. I AM OF FULL AGE AND HAVE THE RIGHT TO CONTRACT IN MY OWN NAME. I HAVE READ THIS MODEL RELEASE AND FULLY UNDERSTAND THE CONTENTS THEREOF.

THIS RELEASE SHALL BE BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS.

I HAVE LEGAL AUTHORITY TO GRANT THESE PERMISSIONS AND I ACCEPT ALL RESPONSIBILITY FOR SUCH.

NAME: _____ AGE: ____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____

DATE: _____

IF UNDER 18, WE WILL NEED A PARENT OR LEGAL GUARDIAN'S SIGNATURE.

NAME: _____

SIGNATURE: _____

DATE: _____



Thank You

