

Wedding Photography Contract
JUSTIN TINAPAY PHOTOGRAPHY

497 Jauncey Ave. Lyndhurst, NJ 07071 | 201-736-8742 | www.NewJerseyWeddingPhotographer.com

CLIENT'S INFORMATION

Wedding Date: Month _____ Day _____ Year _____ Day _____
(Friday, Saturday, Sunday)

Bride's Name _____
Address _____

Tel _____
Email _____

Groom's Name _____
Address _____

Tel _____
Email _____

LOCATIONS FOR PHOTOGRAPHY:

Pre-ceremony address _____ Start _____ End _____
Ceremony address _____ Start _____ End _____
Formals address _____ Start _____ End _____
Reception address _____ Start _____ End _____

Charges: The package fee is based on the Photographer's Standard Price List 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. Please refer to the price guide found in the website.

PACKAGE INFORMATION

| | |
|---|----------------|
| Package Type & Number of hours _____ | Price \$ _____ |
| Additional Fee _____ | Price \$ _____ |
| Additional Fee _____ | Price \$ _____ |
| Total \$ _____ | |
| (Minimum deposit to retain the date is \$395) Less deposit \$ _____ | |
| (Wedding date is the due date) Balance Due \$ _____ | |

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 Bride or Groom below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

CLIENT'S SIGNATURE/S

Bride's signature _____
Date _____

Groom's signature _____
Date _____

Photographer's signature _____ Date _____
Justin Tinapay

This Agreement is subject to all the terms and conditions appearing on the reverse side.

Terms and Conditions

1. Exclusive Photographer. The Photographer shall be the exclusive professional photographer during the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties.

2. Reservation, Deposit and Payment. The Client shall make a \$395 deposit to retain the Photographer to perform the services specified herein. The deposit shall be applied to reduce the total cost. The Balance shall be paid in full on or before the day of the wedding before the Photographer performs any services. A bounced, partial or stopped check deposit nullifies this contract and the retention of the wedding date.

3. Cancellation. Any amount paid to the Photographer is refundable if the Client cancels sixty (60) days or more before the wedding date. A \$395 cancellation fee shall be applied if the Client cancels within sixty (60) days of the wedding date.

4. Failure to Perform. If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, fire or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

5. Delay or Default. The Photographer shall not be liable for any delays or defaults in the performance of any obligations hereunder if such delay or default is due to acts of God, weather, fires, floods, traffic, or any other cause beyond the control or without fault of the Photographer.

6. Requested Photos. While the Photographer will make every reasonable effort to take photos specifically requested by the Client, Client understands that a wedding is an uncontrolled event and that due the vagaries of the weather, available light, and willingness of subjects, the Photographer cannot possibly guarantee that any particular requested photo will be taken.

7. Copyright and Reproductions. The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer reserves the right to use photographs for display, publication, stock photography, or other purposes.

8. Client's Usage. The Client is obtaining prints for personal use only, and shall not sell the photographs. If Client is obtaining a photograph for newspaper announcement of the wedding, editorial use or website, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall run a credit for the Photographer adjacent to the photograph.

9. Inherent Qualities. Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes as well as DVD or CD media which may deteriorate due to delamination and oxidation, and Client releases Photographer from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.

10. Photographer's Standard Price List. The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

11. Miscellany. This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of New York & New Jersey.

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. Signatures below are optional unless Terms and Conditions page is printed on a separate sheet of paper.

Bride's signature _____ Groom's signature _____
Date _____ Date _____

Photographer's signature _____ Date _____