

Michael Riccomini Photography

Fine Art • Portraiture • Commercial

Wedding Photography Contract

Today's Date	Flower Girl	Job Number
Wedding Date	Ring Bearer	Album Size
Bride's Name	Locked Online Viewing?	Album Color
Groom's Name	Online Username	Number of Sides
No. of Guests Attending	Online Password	Album Options
No. of Bridesmaids	No. of Groomsmen	Additional Items

	Current Address	Future Address
Name		
Address		
City, State, Zip		
Home Phone		
Other Phone		
Email Address		

	Initial Report by Photographer	At the Ceremony	At the Reception
Contact Name			
Location			
Time			
Phone			

Additional Instructions (use back side of this form for additional information)

Basic Coverage	
Album Total	
Additional Charges	
Travel Charge	
Sales Tax	
Total Due	
Less Deposit	
Balance Due	

The parties have read both this Contract and the Terms and Conditions, agree to all of its terms, and acknowledge receipt of a complete copy of the contract signed by both parties. Each person signing as Client shall be fully responsible for ensuring that full payment is made pursuant to the terms of this contract.

Client

Date

Photographer

Date

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Terms and Conditions

This Agreement is subject to all the Terms and Conditions appearing as follows:

1. **Exclusive Photographer.** The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing 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 and do not photograph poses arranged by the Photographer unless given permission. The photographer shall take direction and be ultimately accountable to the client signing the contract.
2. **Deposit and Payment.** The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay 1.5 percent interest monthly (18% annual rate) on the unpaid balance until payment is made in full. The client under this agreement shall be responsible for reasonable attorney's fees and the costs of collection of any unpaid and overdue amounts payable to Michael Riccomini Photography.
3. **Cancellation.** If the Client should cancel this Agreement thirty (30) or more calendar days before the wedding date, any deposit paid to the Photographer shall be refunded in full. If the Client should cancel within thirty days of the wedding date the Photographer may seek liquidated damages in a reasonable amount not to exceed the deposit.
4. **Photographic Materials.** All photographic materials, including but not limited to negatives, digital files, transparencies, proofs, and previews, shall be the exclusive property of the Photographer unless specified otherwise. The Photographer shall make proofs and previews available to the Client for the purpose of selecting photographs, but such proofs and previews shall be on loan and, if they are not returned within fourteen (14) days of receipt by the Client, shall be charged to the Client at the same rate as finished prints of the same size. The Photographer may, with the Client's permission, make the proofs available on a Web site or CD-ROM.
5. **Copyright and Reproductions.** The Photographer shall own the copyright of all images created and shall have the exclusive right to make reproductions. The Photographer is entitled to make reproductions for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. It is illegal to copy or reproduce the photographs elsewhere without the Photographer's permission and violators of this Federal Law will be subject to its civil and criminal penalties.
6. **Model Release.** The Client hereby grants to Michael Riccomini Photography and its legal representatives and assigns, 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 and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Michael Riccomini Photography and its legal representatives and assigns from all claims and liability relating to said photographs.
7. **Client's Usage.** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.

661.332.7581

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(continued)

8. **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, 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.
9. **Photographer.** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional. Additionally, the Photographer may employ an assistant or assistant photographer to supplement the principle Photographer.
10. **Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
11. **House Rules.** The photographer is limited by the guidelines of the ceremony official or reception site management. Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is Client's responsibility; Michael Riccomini Photography will offer technical recommendations only.
12. **Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List (Wedding Photography Fees). 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.
13. **Client's Originals.** If the Client is providing original prints, negatives, or transparencies owned by the Client to the Photographer for duplication, framing, reference, or any other purpose, in the event of loss or damage the Photographer shall not be liable for an amount in excess of \$10 per image.
14. **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 California.

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