

**WEDDING PHOTOGRAPHY AGREEMENT - Jimmy McDonald (photographer)**

Wedding Date: \_\_\_\_\_ Time Photography Starts: \_\_\_\_\_ Photography Ends: \_\_\_\_\_

Other shooting Dates and Times agreed on: \_\_\_\_\_

Wedding Location: \_\_\_\_\_

Bride's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ email: \_\_\_\_\_

Groom's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ email: \_\_\_\_\_

Wedding theme: please specify traditional / formal / informal / casual  
etc. \_\_\_\_\_

Wedding Attire: describe bride, groom and wedding party attire  
\_\_\_\_\_

Photography fee agreed to: \$ \_\_\_\_\_ (plus applicable expenses/taxes as described in the contract). A  
deposit of 25% \$ \_\_\_\_\_ is due at the signing of this agreement, with the balance \$ \_\_\_\_\_ to be  
paid no later than 4 days prior to the wedding.

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between Jimmy McDonald (photographer) and the **CLIENT**. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

**RESERVATION:** A signed contract and reservation fee are required to reserve the specified coverage. Jimmy McDonald (photographer) will not make other reservations for that time and date. For this reason, the Reservation Deposit of 25% 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 Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit 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 no later than 4 days prior to the wedding.

**PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation two to three weeks before the event date in order to finalize the actual shooting times, locations, and **CLIENT'S** request list (in writing) for specific photographs. The bride and or groom agree to set aside at least one hour of time that ends 1/2 an hour before the ceremony commencement of the wedding and a 30 minute time frame afterward for photographs that cannot be obtained during the wedding. If the bride's or groom's late arrival prevents a full hour from occurring the photographer shall not be held liable for failure to take desired photographs.

**COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Jimmy McDonald (photographer) recommends that **CLIENT** designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photograph's. Jimmy McDonald (photographer) is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Jimmy McDonald (photographer) .

**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. **CLIENT** and Jimmy McDonald (photographer) agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. Additional charges to be applied, beyond the agreed package above will be due prior to receiving online proof notification, final proof DVD and/or proof books.

**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; Jimmy McDonald (photographer) will offer technical recommendations only.

**FILM and COPYRIGHTS:** *Until final payment* for services rendered is made, the photographs produced by Jimmy McDonald (photographer) are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Jimmy McDonald (photographer) explicitly written permission. Upon final payment by the **CLIENT**, *limited* copyright ownership of the resulting images will be transferred to the **CLIENT** under the following conditions: The digital files, negatives and or slides are the property of **CLIENT** for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

The **Client** must obtain written permission from and compensate Jimmy McDonald (photographer) prior to the **CLIENT** or its friends and relatives publishing or selling the photographs for profit.

**EXHIBITION: CLIENT** grants Jimmy McDonald (photographer) permission to display selected images resulting from this assignment as an example of work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

**MODEL RELEASE.** The **CLIENT** hereby grants to Jimmy McDonald (photographer) 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 Jimmy McDonald (photographer) and its legal representatives and assigns from all claims and liability relating to said photographs.

**LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Jimmy McDonald (photographer) will make every effort to secure a replacement photographer. If the 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. Jimmy McDonald (photographer) takes the utmost care with respect to exposure, transportation, and processing the photographs up to 12 months following the ceremony. However, in the unlikely event that, during the 12 month timeframe following the ceremony, photographs have been lost, stolen, or destroyed for reasons within or beyond Jimmy McDonald (photographer)'s control, Jimmy McDonald (photographer) liability is limited to the return of all payments received for the event package. 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.

**SECURITY DEPOSITS:** In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to Jimmy McDonald (photographer) in the event of a breach of contract by **CLIENT**. The **CLIENT** shall also be responsible for payment for any Jimmy McDonald (photographer) materials charges incurred up to time of cancellation.

Additional coverage time shall be invoiced at \$100.00 per hour upon completion of final editing.

**COMPLETION SCHEDULE:** File editing and CD creation takes approximately five weeks.

**PAYMENT SCHEDULE:** 25% due at time of signing of agreement. Balance payable in full no later than 4 days prior to the wedding day.

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

Signed \_\_\_\_\_ (**Client**) Date \_\_\_\_\_

Signed \_\_\_\_\_ (**Client**) Date \_\_\_\_\_

Third party authorized to make changes or requests during the photo sessions: \_\_\_\_\_

Signed \_\_\_\_\_ (**Client**) Date \_\_\_\_\_

Make Checks or Money Order payable to:

Jimmy McDonald  
2115 Brookbank Road  
Rockingham, N.C. 28379

910-995-3569  
jimmy@jmacphoto.com