

# Ben Thomas Photography 2016-17 Wedding Photography Agreement

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

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

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

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

Address: \_\_\_\_\_ Email: \_\_\_\_\_

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

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Fee: Photography fee agreed to: \_\_\_\_\_ (plus applicable expenses/taxes as described in the contract). A deposit of \$ \_\_\_\_\_ is due at the signing of this agreement, with the balance \$ \_\_\_\_\_ to be paid at on the date of the wedding.

**Expenses:** Free travel within 100 miles of Augusta, Maine. Extra mileage to be billed at a rate of .30 /mile

notes:

## WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between Ben Thomas Photography 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 is required to reserve the specified coverage.

**COOPERATION:** Ben Thomas Photography 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 photographs. Ben Thomas Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to Ben Thomas Photography.

**BREAKS:** Any breaks taken by the photographer during the photo session or event shall be made up for outside of a single 20 minute break during longer events (over 3 hours)

**DIGITAL FILES and COPYRIGHTS:** The digital negatives and files are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives. CLIENT may print unlimited copies of the digital files as they wish for non-commercial use. (See "Reselling")

**RESELLING:** The Client must obtain written permission from and compensate Ben Thomas Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

**EXHIBITION:** CLIENT grants Ben Thomas Photography permission to display selected images resulting from this assignment as an example of Ben Thomas's Photography work and for entrance into photographic competitions and release all claims to profits that may arise from use of images. Photos may also be used in Ben Thomas Photography's website: <http://www.benthomasphoto.com>

**MODEL RELEASE:** The CLIENT hereby grants to Ben Thomas 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 Ben Thomas Photography 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, Ben Thomas Photography will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found (one who charges the same or less for the session), responsibility and liability is limited to the return of all payments received for the event package. In the unlikely event that photographs or digital files are lost, stolen, or destroyed for reasons within or beyond Ben Thomas Photography's control, Ben Thomas Photography liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of digital files shall be a prorated amount of the images lost based on the percentage of total number of original digital files.

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

**COMPLETION SCHEDULE:** Color correction and Photoshop work on average takes 1-2 weeks to complete after the event. All shots will be provided to the client at the very latest 3 weeks after the date of the event.

**PAYMENT SCHEDULE:** 0% due at time of signing of agreement. Balance payable in full at time of wedding.

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

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

**Signed** \_\_\_\_\_ (BT Photo)    **Date** \_\_\_\_\_

***Please mail completed agreement to the address below to confirm the photo session:***

Ben Thomas  
315 Brunswick Avenue  
Gardiner, Maine 04345

Email: [info@benthomasphoto.com](mailto:info@benthomasphoto.com)  
Phone: 207-860-0335  
Website: <http://www.benthomasphoto.com>