General Photography Terms and Conditions

***YOU CAN:***

*Post them on all forms of social media*

*Print an unlimited amount of them in any form*

*Share them with your family and friends so they can do the same*

***YOU CANNOT:***

*Edit images in any way, including cropping, Instagram filters, etc.*

*Claim the work as your own*

*Use them for commercial gain*

Wedding Terms and Conditions

* 1. The Client agrees to provide a meal for the Photographer if the Photographer’s attendance is required for greater than five (5) hours. The Photographer has the following food allergies/dietary restrictions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
  2. The Client agrees to give/have someone give the Photographer sufficient warning of key events at the wedding to give the Photographer time to prepare (i.e., bouquet toss, cake cutting, speeches, etc.)
  3. The Photographer will endeavor to get photographs of as many guests as possible, which may be limited by guests’ cooperation in having their photo taken.
  4. The Client agrees that the Photographer shall be given precedence in taking photographs over guests with cell phone cameras and other devices. The Photographer cannot be held responsible for lack of photographs or poor quality of photographs if guests are interfering with the Photographer’s work.
  5. The Client acknowledges the Photographer may be limited in scope by rules of the location of the ceremony and/or reception. (i.e., flash photography may not be allowed within a Church).

1. Copyright. The Photographer shall maintain the copyright of all photographs. The Photographer grants the Client permission to make copies of the images for personal use by the Client and the Client’s family and friends. Sale, publication, or any other commercial use is specifically prohibited without the prior written consent of the Photographer.
2. Cancellation.

By Client. The Client may cancel this Agreement at any time prior to the event. Upon cancellation, the Client will be entitled to a refund of any monies paid, except for the non-refundable deposit.

By Photographer. The Photographer may cancel this Agreement at any time prior to the event. If the Photographer cancels, the Photographer must provide a suitable, replacement photographer, subject to the Client’s approval, which shall be obtained in writing. In the alternative, the Photographer shall refund all monies previously paid by the Client, including the non-refundable deposit. In the event the Photographer finds a suitable replacement photographer, the Photographer shall forward all monies already paid by the Client to the replacement photographer.

Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys’ fees.

1. Severability. In the event any provision of this Contract is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Contract and all other provisions should continue in full force and effect as valid and enforceable.
2. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.
3. Governing Law and Jurisdiction. The Parties agree that this Contract shall be governed by the State and/or Country in which the wedding will be held.
4. Entire Agreement. The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.