

Bride's Name _____
Phone _____
Phone _____
Email _____
Address _____

Groom's Name _____
Phone _____
Phone _____
Email _____
Address _____

Couple's future address _____

Locations of Photography.

- Ceremony _____ Date _____ Time _____
address _____
- Reception _____ Date _____ Time _____
address _____
- Extra Location _____ Date _____ Time _____
address _____

Special Services, if required _____

Charges. The package fee is based on the Photographer's Standard Price List and includes the services 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.

- Package Fee (package number _____) \$ _____
- Session Fee \$ _____
- Engagement Photos \$ _____
- Extra Locations \$ _____
- Travel \$ _____
- Albums \$ _____
- Other \$ _____
- Discounts \$ _____

Total Due \$ _____
Less retainer \$ _____
Balance Due \$ _____



The parties have read both the front and back of this agreement, agree to all its terms and acknowledge receipt of complete copy of the agreement signed by both parties. The Bride and Groom understand that they are the customers regardless of who pays for the wedding's photographic services. Each person signing as client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this agreement.

Bride _____ Groom _____ Date _____

Photographer _____ Date _____

Make all checks payable to Jeffrey Lewis Bennett.

Terms and Conditions

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- 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 distract the subjects when in poses arranged by the photographer.
- 2. Retainer and Payment.** The client shall make a retainer payment in the amount of 1/3 of the package total in order to reserve the date. At such time as the retainer is received, the 1/3 payment will be applied to the total balance owed. If the Client refuses payment in full or has an outstanding balance on the wedding date, Client shall be in default and thus responsible for a 10% interest payment calculated in each (30 day) period extending beyond the payment of the outstanding balance. The client is responsible for a fee of \$35 added to their account balance for any check received that does not clear.
- 3. Cancellation and Rescheduling.** The retainer is Non-Refundable. If the client shall cancel this agreement and the photographer is able to obtain another assignment for that date, of equal or greater value, the retainer will be refunded minus a \$100 contract and administration fee. Any change in the date of the wedding requires a second non-refundable retainer equal to 1/3 of the Package price. The reschedule retainer will also be applied to reduce the balance due.
- 4. Photographic Materials.** All photographic materials, including but not limited to digital files, negatives, and transparencies shall be the exclusive property of the Photographer. The photographer shall make proofs and previews available to the Client for the purpose of selecting photograph enlargements and custom album layouts. The paper proofs remain the property of the Client from the time they are received, henceforth. The Client understands all the proof images will be available on a Web site for viewing by anyone they wish to forward the site info to.
- 5. Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer has the right to make reproductions for the Client, for the client's friends & family, for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, on the photographer's website or any partnering wedding professional's website, or for display within or on the outside of Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first the written permission of the Client. The Photographer shall continue to own the copyright in all images.
- 6. Client's Usage.** At the time the client receives their proof book a disc of edited, color corrected, digital files will be provided. At which time the client will have limited rights to make reproductions for themselves. The photographer is not responsible for the quality of any media made from the files by the client. The Client is obtaining prints and digital files for personal use only, and shall not sell said prints or files or falsely represent the authorship of the images.
- 7. 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, the Photographer shall be liable to find another a competent professional photographer to serve in their absence.
- 8. Liability.** The Photographer carries Liability Errors and Omissions insurance through membership in the PPA in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged. 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. Inherent Qualities.** Client is aware that color dyes in photographic prints 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 after 2 calendar years of the client receiving the initial proof book. (Typical lifespan of Color/BW Print is 35-80 years)
- 10. During Dinner at a wedding reception.** Client will provide beverages and a hot meal for the photographer in the main dining area (2 meals if the client's package includes a second photographer, no box lunches, please). In order to serve you best, I request that the meals be served at the same time the head table is served.
- 11. Photographer's Standard Price List.** The charges in the agreement are based on the Photographer's Standard Price List. The price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- 12. Shot lists.** Any photo checklist whether provided by the photographer or made by the client is not part of this contract. A list can help both the Photographer and client capture all of the desired images though the Photographer is not responsible if images listed on checklist are not captured.
- 13. Editorial Rights.** The photographer reserves full editorial rights over the images captured at the event including the right to delete any and all images he/she considers not to meet his/her normal technical and artistic quality standards.
- 14. Proofs.** Packages including online proofing will have the images online a minimum of 30days after the wedding date. The client will also receive a printed booklet of proof thumbnails (this is the client's to keep). Any editing requests from the client about the proof booklet will only be done on images to fulfill the enlargements included in the package or additional prints ordered.
- 15. Special Edits.** Special digital effects can be done at the request of the client (bw image w/ color flowers). Photographer reserves the right to charge extra for special changes, edits, effects, retouching etc. Any special requests require a minimum of 10 working days to fulfill the order.
- 16. Arbitration.** All disputes arising under this Agreement shall be submitted to binding arbitration before 6 months past wedding date in the following location: 52-3 District Court and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than the total of the services agreed upon.
- 17. 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 Michigan.

Client Initials _____