

Jonathan BEAN PHOTOGRAPHY

CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

This Contract for Wedding Photography Services (herein after referred to as 'the agreement' is between the Bride and Groom, named below, and Jonathan Bean T/A 'Jonathan Bean Photography' of 68 Windermere Rd, Lancaster, LA1 3EZ for the purposes of providing wedding photography services on the date and times stated and at the venues/locations detailed.

Date of Wedding: _____ **Ceremony Time:** _____

Photographers Start Time: _____ **Photographers End Time:** _____

Venue 1: _____

Venue 2: _____

Venue 3: _____

Bride: _____

Address: _____

_____ **Postcode:** _____

Email: _____

Phone: _____

Groom: _____

Address: _____

_____ **Postcode:** _____

Email: _____

Phone: _____

Contact name and mobile number for two people who can be contacted on the day of the wedding in the case of emergency:

Name: _____ **Mobile:** _____

Name: _____ **Mobile:** _____

Description of services to be provided:

Jonathan Bean hereby agrees to provide photography services for the Bride and Groom consisting of:

BOOKING FEE AND PAYMENT SCHEDULE: The booking fee is due on signing of this agreement (booking fee is 25% of the total fee agreed with the balance of the fee agreed due 30 days before the day of the wedding in three equal instalments of 25%.

Total Fee Agreed: _____

25% Booking Fee: _____

2nd instalment: _____ Due: _____

3rd instalment: _____ Due: _____

Final instalment: _____ Due: _____

n.b. In the event of the bride and groom cancelling the wedding for whatever reason the booking fee is non refundable. It will be considered as liquidated damages to the Photographers.

PRE-WEDDING CONSULTATION: The Photographers offers a pre-wedding consultation (in person or by phone) before the event date in order to finalize the actual shooting times, locations, and clients shot list for specific photographs. The Photographers will contact the Bride and Groom by phone/email a few days before the wedding to ensure that there have been no last minute changes.

LATE RUNNING: If circumstances beyond the control of the Photographers cause late running of the schedule on the day, the Photographers shall not be held liable for failure to take desired photographs. The Photographers will endeavour to complete the agreed services but cannot guarantee to work beyond the agreed end time.

CO-OPERATION: The bride and groom and the Photographers consent to happily co-operate and communicate with each other to achieve the best possible result within the understanding of this agreement. It is recommended that the wedding Photographers be provided with a helper (usually the best man) who will point out key individuals to be photographed. The Photographers may also require the assistance of the best man in organizing family groups. The bride and groom also agree to give the Photographers sufficient warning of key events at the wedding to give the Photographers time to prepare e.g. bouquet throwing, cutting the cake, speeches etc. Please note that not all guests at wedding like having their photo taken. In such cases the Photographers will use discretion but cannot be held responsible for a lack of photos of these people.

PAPARAZZI WEDDING GUESTS: The Photographers recognise that many guests will have digital cameras and will want to photograph the bride and groom. The photographers are happy for this to occur but in the spirit of cheerful cooperation the bride and groom agree to give the Photographers precedence over guests in order to take the photographs required for the wedding services described above. The Photographers cannot be held liable for a lack of wedding photos if guests taking their own photos of the bride and groom interrupt the Photographers work.

HOUSE RULES: Please note that the Photographers are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done (e.g. some ministers insist that no flash photography is allowed, and others will insist that the Photographers shoot from a specific location). In such circumstances the bride and groom agree to accept the technical limitations that may be imposed on the equipment used. The Photographers advise the bride and groom to make themselves aware of the rules of the venue concerned and if necessary negotiate with the personnel concerned.

COPYRIGHT LAW: English Copyright Law states that the copyright of photographs remains with the photographers. The Photographers agrees to grant a licence to the the Bride and Groom giving permission to make copies of the images under the following conditions: 1. The images provided by the Photographers are for personal use by the bride and groom and their friends and relatives. 2. the selling, publication or any commercial use of the photographs is not allowed without prior written permission from the Photographers.

MODEL RELEASE: The Bride and Groom grant the Photographers and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the bride and groom for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Bride and groom hereby release the Photographers and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

LIMIT OF LIABILITY: If a photographer is too ill or becomes injured and cannot supply the wedding services specified above the Photographers will try to book a replacement wedding photographer. If a second photographer from the Photographers is there on the day anyway, then this photographer will continue and shoot the day on his/her own. If both photographers are unavailable and a replacement photographer cannot be found then liability is limited to a refund of any payments received.

The Photographers have working methods in place to prevent the loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

ADDITIONAL EXPENSES: There is no obligation on the part of the Bride and Groom to provide a meal for the Photographers.

INDEMNIFICATION: The Bride and Groom shall indemnify and hold harmless the Photographers from any loss, damage or liability resulting from Bride and Groom's violation of the terms of this Agreement or any agreement involving Bride and Groom and the Photographers. Bride and Groom shall indemnify the Photographers and hold him harmless from and against any claim by any other person or entity resulting from the performance of his services under this agreement.

ASSIGNABILITY AND PARTIES OF INTEREST: Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this agreement, expressed or implied, will confer upon any person or entity not a party to this agreement, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this agreement, except as expressly provided in this agreement.

COMPLETION SCHEDULE: Processing, editing and retouching of the images takes approximately 4 to 5 weeks. Online galleries, CD's, DVD's and prints being provided under the terms of the agreement will be available shortly after. Completion of any wedding albums to be provided under the agreement may take up to 4 months from the time of notification by the Bride and Groom of their image selections.

INSURANCE: Jonathan Bean Photography has professional Image makers business insurance in place, and recommends (but does not insist) that the Bride and Groom consider taking out wedding insurance.

We have understood the contents of this agreement and agree to the terms therein.

Signature of Bride: _____

Signature of Groom: _____

Date: _____

Jonathan Bean, hereby agrees to provide the wedding photography services to the above signed Bride and Groom.

Signed on behalf of Jonathan Bean Photography: _____

Date: _____