



DaniLyn Photography

danilynphotographylc.com | danilynphotography@hotmail.com | (269) 569-1202 | 34200 30th St, Paw Paw, MI 49079

WEDDING PHOTOGRAPHY AGREEMENT

PURCHASER INFO:

I am the: (circle one)

Bride, Groom, Parent of Bride, Parent of Groom, Other

Name: _____

Email: _____

Phone: _____

BRIDE'S INFO:

Name: _____

Phone: _____

Email: _____

Facebook: @ _____

Address: _____

EVENT DETAILS:

Wedding Date: _____

Ceremony Location: _____

Ceremony Time: _____

Reception Location: _____

Reception Time: _____

Rehearsal Date/Time: _____

Your wedding theme & dress code: _____

What are your colors: _____

Does your ceremony or reception take place outdoors?

How many people are in the wedding party? _____

About how many guests? _____

Attire of Photographer: _____

GROOM'S INFO:

Name: _____

Phone: _____

Email: _____

Facebook: @ _____

Address: _____

Would you like to do formal pictures [**before**] or [**after**] the ceremony? Please circle one. If you choose to see each other before the ceremony, would you like to do "first sighting" pictures, where you see each other for the first time? **[Yes]** or **[No]**

PACKAGE: AND ADD-ONS

WEDDING PHOTOGRAPHY SERVICES |

\$1800 wedding day coverage (up to 8 hours)

- Time and talent of photographer
- Unlimited locations
- Flash drive with **all edited** photos
- Online Proofing gallery
- Professional artistic editing
- High Resolution digital files
- Release form for printing and sharing

Engagement Session | \$300

- 1.0+ hours with wardrobe changes, if desired
- Up to 2 locations
- Online Proofing gallery
- Professional artistic editing
- High Resolution files
- Flash Drive with all edited photos and printing release
- *\$50 off when booked with wedding

ADDITIONAL PRODUCTS:

Engagement Sign In Book

This Photo Book is created with photos from your engagement session on lay flat satin finish photo paper, with room for guests to sign in on your wedding day. This book definitely beats the boring sign-in book! Your choice of 10 x 10 square or 8 x 12 horizontal.

- No thank you
- 8 x 11 Horizontal - \$225
- 10 x 10 Square - \$225

ADD ONS:

Additional Photography Services:

- Rehearsal Dinner - \$150
- Bridal Portrait Session - \$300
- Additional Wedding Coverage - \$200/hr

TOTALS:

Please add all package options and add-ons for total: \$ _____

DISCOUNT -

- Engagement Session \$50 OFF

- Other: _____

Adjusted Total (subtract discount): _____

- \$200 Retainer

Remaining Payment: \$ _____

Due no later than 10 days before wedding

Due Date: _____

TERMS & CONDITIONS

1. Parties. Bride and Groom listed above, or a 3rd party acting as the purchaser of stated services are hereinafter collectively referred to as "Client." DaniLyn Photography (Danielle Horton) is hereinafter referred to as "Photographer." Photographer is in the business of providing professional wedding photography services and products and Client wishes to retain Photographer's services on the Wedding Date set forth in this agreement.

2. Photography Services + Products Purchased.

The Photographer agrees to provide the services and products included in the selected package, and the Client agrees to retain Photographer and to purchase, Photographer's listed package price.

3. Amount Due. Client agrees to pay a \$200 non-refundable retainer at this time and the remaining package amount is due no later than 10 days before the event date.

4. Payment Schedule. The total amount owed is due in 2 installments as follows: (i) A retainer of \$200 is due at time of booking and execution of this Agreement to reserve the Wedding Date on the Photographer's calendar. Client has 10 days after receiving agreement to pay retainer fee before photographer will no longer hold the aforementioned date. (ii) A second payment of the remaining balance is due 10 days prior to the wedding date. The retainer is nonrefundable.

5. Returned Checks. Any bounced checks will result in a \$35 fee added to the balance due from Client.

6. Reschedule. If the Client reschedules the wedding and the Photographer has the new date available, all money paid up until that point shall be transferred to the new date and the parties shall revise this Agreement accordingly to indicate the new Wedding Date. If Photographer is unavailable on the new date, it will be treated as a cancellation, discussed below.

7. Cancellation. If the Client cancels the wedding or Photographer's services 90 days or more before the wedding, then any amounts paid will be refunded to Client, except for the retainer, which is nonrefundable. If the Client cancels the wedding or Photographer's services 89 days or less prior to the date of the wedding, the deposit plus any other amounts paid are nonrefundable, as Photographer is unlikely to book a wedding so close to the date.

8. Consultation + Cooperation.

Client and Photographer agree that it is imperative to engage in open and timely communication with each other about the plans, schedule and timeline of the wedding day events to ensure that expectations are understood and realistic and so Photographer can perform to the best of his/ her ability to provide the services as understood by both parties. Therefore, Client agrees to meet with Photographer at a pre-consultation meeting 1-3 weeks prior to the Wedding Date to discuss the specifics of the wedding day. No later than the date of this meeting, Client is responsible for providing to Photographer a written shot request list of the groupings of people and/or specific photographs Client would like Photographer to attempt to take during the wedding day. Client and Photographer will discuss this list in detail so that both parties understand what is realistic based on the scheduling and timeline of the wedding day events. However, Client understands and agrees that Photographer does not guarantee that all of the photographs on the written shot request list will be taken at the wedding, just that Photographer will make a reasonable attempt to capture the photographs as requested and agreed upon between the parties. Client is also responsible for providing to Photographer a schedule and timeline of the wedding day events and, together, the Photographer and Client will finalize the time for the first look, if applicable, formal portraits and any other specifics as discussed and agreed. Client understands and agrees that the schedule of the wedding day is imperative for Photographer to have adequate time to capture the images as discussed and Photographer is not liable for missed photographs due to anyone's tardiness or absence for any reason, including the bride, groom, their families, or any member of the wedding party.

9. Exclusive Photographer. Photographer will be the exclusive photographer on the day of the wedding. Family and friends may also take photographs during the wedding, but they may not interfere with Photographer's work. Client agrees that Photographer may ask guests to refrain from taking photographs at any time during the wedding day to prevent interference with Photographer's work (i.e. family and friends leaning out into the aisle to take pictures).

10. Meal. If the total wedding day coverage exceeds 5 hours, Client agrees to provide Photographer with a meal at the reception to be served immediately after the immediate family is served. Client understands and agrees that the timing is important so that the Photographer can continue photographing the wedding as discussed and agreed upon. It is Client's responsibility to include the Photographer in the final catering count.

TERMS & CONDITIONS (continued)

11. Proofing. Up to 8 weeks after your event, no less than 150 custom-edited proofs will be available for viewing in an online gallery and delivery of data USB flash drives will be delivered at that time. Client agrees and understands that Photographer, in her sole artistic discretion, decides which images taken during the session or event will be edited and presented in the Client's gallery; not all images taken during the session will be presented to the Client.

12. Editing. Client agrees and understands that Photographer edits the proofs at her own artistic discretion, and said editing is included in the package fee.

13. Archive and Storage. The Photographer archives all proofed images from each session for a period of 2 years from the date of the session/wedding. After that time, the Photographer deletes all proofed images from his/her hard drive and all external hard drives. The Photographer is not responsible for digital files once they are purchased and received by the Client. The Client is responsible for making electronic back-up copies of any digital files that are purchased from the Photographer and for keeping them in a safe place.

14. Force Majeure. Photographer will not be liable to the Client for any loss resulting from an act of God, natural disaster (including but not limited to fire, earthquake, storm, hurricane, flood, lightning, tornado), an accident of any kind, an act of the public enemy, war, general arrest or restraint of government and people, civil disturbance or similar occurrence, terrorist attack, general disruption of the Internet, or general inability of national carriers to make scheduled deliveries.

15. Limitation of Liability. If Photographer fails to provide the services hereunder due to reasons other than those listed in Paragraph 14 herein, Client's recovery and Photographer's liability is limited to the total amount paid from Client to Photographer under this Agreement and Photographer will have no further liability to Client, regardless of the total amount of costs or damages claimed by Client. Client's recovery is also limited to the total amount paid from Client to Photographer under this Agreement in a situation where the digital files or film negatives are lost or damaged through camera malfunction, where Photographer's camera(s), memory cards or film negatives are stolen, or where Photographer's equipment is otherwise lost or damaged. If only a portion of images are lost, stolen or damaged, refund to client will be in reasonable proportion to the amount of lost files.

16. Assumption of Risk; Release of

Photographer. Client is responsible for and assumes the risk of injury to Client throughout the wedding day coverage. EXCEPT AS SET FORTH IN PARAGRAPH 16, CLIENT, THEIR HEIRS, ASSIGNS AND NEXT OF KIN, AGREE TO FULLY RELEASE PHOTOGRAPHER, AND PHOTOGRAPHER'S EMPLOYEES AND INDEPENDENT CONTRACTORS FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LITIGATION OR OTHER ACTIONS THAT CLIENT MAY HAVE FOR INJURIES, DISABILITY, OR DEATH OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT, BREACH OF WARRANTY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE PHOTOGRAPHER, PHOTOGRAPHER'S EMPLOYEES OR INDEPENDENT CONTRACTORS.

17. Substitute Photographer. If Photographer suffers from any illness or emergency, every effort will be made to secure the services of a new professional photographer to cover the event. In the event that no photographer can be booked, all money paid will be refunded.

18. Model Release. Client hereby grants to Photographer and her legal representatives, heirs, and assigns, the irrevocable and unrestricted right to use and publish photographs of Client and Client's likeness for marketing, advertising, portfolio, website, commercial use, and other purposes, in any manner and to edit and alter the same without restriction. Client hereby releases Photographer and her legal representatives, heirs and assigns from any and all claims and liability relating to the photographs.

19. Copyright. Client understands that Photographer is the sole and exclusive holder and owner of the copyright of each image taken during the services provided under this Agreement and Client will not copy (including electronic copying, downloading, and screen printing), scan, edit, crop, or alter the images in any manner for any purpose. Photographer retains all rights to the images, including but not limited to, the right to sell, copy, display, and/or publish any and all images, for any reasons, including but not limited to marketing, advertising, print competitions, and for use on Photographer's website and portfolio. Copyright protection is governed by federal law and any and all violators will be punished to the fullest extent of the law permitted.

TERMS & CONDITIONS (continued)

20. Client Usage; Personal Use Only. Client understands that he/she is obtaining prints and/or digital files (or other products) for Client's personal use only. Client agrees that he/she will not use any of the images from the wedding for commercial reasons, including but not limited to marketing, advertising or entering the images into a contest of any kind. If Client wishes to use any of the images from the wedding for commercial purposes, Client must contact Photographer to discuss the terms of a potential commercial arrangement, though Photographer is under no obligation to enter into any commercial arrangement.

21. Entire Agreement; Amendments. This Agreement is the entire agreement between the parties regarding this subject matter and supersedes all prior agreements and understandings related hereto. This Agreement can only be amended or modified in a writing signed by both parties, including any rescheduling or cancellations.

22. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

WHEREFORE, the parties execute this Agreement on the date first written below.

“PHOTOGRAPHER”

The logo for DaniLyn Photography features the name "DaniLyn" in a flowing, cursive script font above the word "PHOTOGRAPHY" in a smaller, sans-serif font. A small graphic of two arrows pointing towards each other is positioned between the two lines of text.

Danielle Horton

“CLIENT”

Bride Signature: _____

Date: _____

Groom Signature: _____

Date: _____

Purchaser's Signature: _____

Date: _____

*If other than bride or groom