



SPECIAL MOMENTS. IMPORTANT STORIES.

Sample Wedding Contract

Thank you for choosing Craig Kohlruss Photography for your wedding photography. This agreement is made effective for all purposes in all respects as of Sunday, November 06, 2016, the booking date, between Craig Kohlruss Photography and Jon Smith for services and products defined below.

Your photography services or products includes:

- (8) Hour(s) of Coverage
- (1) Engagement Session
- (1) Guest Signature Book
- (1) Large Wedding Album

The agreed price for services or products is \$4,653.68 including tax.
The schedule for payment is:

01/30/2016: \$ 1,000.00
06/05/2017: \$3653.68

Advance payments are welcome.

Terms and Conditions

- This agreement contains the entire understanding between Craig Kohlruss 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 parties.
- The Client understands that the style of Craig Kohlruss Photography is photojournalistic and the images are processed with limited digital manipulation.
- A signed contract and non-refundable reservation retainer fee of \$1000 are required to reserve the specific coverage as detailed above. The retainer fee is applied to the balance of the agreed package price. In the event of cancellation of the service or change in date, the retainer fee paid is non-refundable.
- Any additional balance paid may be refunded in the event date is re-booked. In the event of a change in date, a new retainer fee must be paid unless that date is still available for the Photographer.
- The balance of the package price listed above is due and payable no later than 30 days before the wedding.
- The parties agree to a pre-event consultation before the event date in order to finalize the schedule of events and Client's request list (in writing) for specific photographs to be taken on the wedding day. The Photographer shall not be held liable for events not photographed if they are not requested prior to the event or if requested events do not go on as scheduled.
- 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 do not interfere with the Photographer's duties.
- The taking of specific pictures is not guaranteed. Craig Kohlruss Photography shall make a sincere effort to take all reasonably requested photographs, however, due to the uncertainty of location photography, the taking or production of pictures of specific person(s), object(s), situation(s), event(s), or combination thereof is not guaranteed. Additionally, the final number of images delivered is not guaranteed.

- Craig Kohlruss Photography reserves the right and artistic discretion in selecting images and processing them for the Client. Deleted files or outtakes are not available to the Client.
- Craig Kohlruss Photography shall not be held liable for damage to person and/or property due to equipment malfunction, or any personal injury/casualty suffered by the Client, their wedding party or guests on the above date.
- 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, then the Photographer shall return the retainer to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged, lost or stolen without fault on the part of the Photographer. The Photographer will take all reasonable steps to avoid any such occurrence. In the event the Photographer fails to perform the Photographer shall not be liable for any amount in excess of the retail value of the Client's order. The Photographer may substitute another photographer to take the photographs in the event of Photographer's injury, illness or personal emergency. The Client however may choose to cancel the Agreement in such an instance and be refunded the full amount of the retainer.
- The Photographer shall reserve the copyright for all images created and shall have the right to make reproductions. The Photographer shall retain rights to use images portfolio, samples, self-promotions, marketing, advertising, entry in photographic contests or art exhibitions, or editorial use. The Client authorizes the release of the images for these purposes. Limited licensing of the resulting images will be transferred to the Client under the following conditions:
The Client may use the images for personal use and for the purposes of photograph reproduction and giving of photographs to friends and relatives. The Client must obtain written permission from and compensate Craig Kohlruss Photography prior to the Client or its friends and relatives publishing or selling the photographs for profit.
- The Client understands that The Photographer shall have the unrestricted right and permission to use, re-use, publish, and republish photographs made of attendees and guests at the event for use online or in printed material for marketing and promotional use. A signature below serves to waive any claims toward any images made at the event and holds The Photographer harmless for using them as needed.
- Client is aware that color dyes in photographic prints and reproductions 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. It is the responsibility of the Client to backup data from CDs or DVDs.
- 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. The laws of the Fresno County in the State of California shall govern this Agreement.