



www.OBXWedding.Photography

252.202.5875

4020 Tackle Ridge Dr.  
Kitty Hawk NC. 27949

Client: Bride \_\_\_\_\_ Groom \_\_\_\_\_

Phone: Bride \_\_\_\_\_ Groom \_\_\_\_\_

Email: Bride \_\_\_\_\_ Groom \_\_\_\_\_

Address (post-wedding street address, no PO Boxes): \_\_\_\_\_

Wedding Details

Wedding Ceremony Date \_\_\_\_\_ Time \_\_\_\_\_

Location \_\_\_\_\_

Wedding Reception Time \_\_\_\_\_

Location \_\_\_\_\_

Where would you like the photographer(s) to start shooting?

*Primary photographer* Time \_\_\_\_\_

Location \_\_\_\_\_

*Secondary photographer* Time \_\_\_\_\_

Location \_\_\_\_\_

Dress Code for Guests: \_\_\_\_\_

Package: \_\_\_\_\_ Hours Package Fee \$ \_\_\_\_\_

Additional Photographer \_\_\_\_\_ Hours \$ \_\_\_\_\_

Engagement/Bridal/Trash the Dress Sessions (circle one or more) \$ \_\_\_\_\_

Travel Fees \$ \_\_\_\_\_

Extras: Album (Qty: \_\_\_\_\_), DVDs (Qty: \_\_\_\_\_) \$ \_\_\_\_\_

Total Due \$ \_\_\_\_\_

Less Retainer \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_

The parties have read the entirety of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. The person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Client \_\_\_\_\_

Date \_\_\_\_\_

Photographer \_\_\_\_\_

Date \_\_\_\_\_



## Terms and Conditions

1. **Retainer and Payment:** The Client shall pay a retainer of 50% of total package price, not to exceed \$500, to retain the Photographer to perform the services specified herein. On the day of the wedding, the retainer shall be applied to reduce the total cost of the package, and Client shall pay the balance due. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and shall pay 20% interest on the unpaid balance until payment is made in full.
2. **Overtime:** Additional hours beyond those included in the Package will be charged at \$350/hour.
3. **Meals:** For any wedding package five (5) hours or over, Client should provide a complimentary meal to the Designated Photographer and assistant(s) on the wedding day.
4. **Cancellation:** If the Client shall cancel this Agreement seven (7) days after signing the contract, any retainer paid to the Photographer shall be refunded in full. If Client shall cancel after seven (7) days from signing contract, the retainer is non-refundable.
5. **Artistic Style:** On its own behalf, and on behalf of the subject: Client acknowledges that they are familiar with the Photographer's portfolio and are requesting Services with knowledge of the Photographer's style; that Photographer's work is constantly evolving; that Photographer's services are of a unique and artistic nature; that the photos may be different from photographs taken by the Photographer in the past; and that in creating the photos, the Photographer shall use his personal artistic judgment to create images consistent with his personal vision of the Event, which may be a different vision from the Client's and/or Subject's vision of the Event. Accordingly, Client acknowledges that the photos shall not be subject to rejection on the basis of taste or aesthetic criteria.
6. **Requested Photos:** Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Photographer can supply client with his personal shot list for review if so requested. Client understands that this is an uncontrolled event and that, due to the vagaries of the weather, available light, time restrictions, and willingness of subjects, Photographer cannot possibly guarantee that ALL requested photos will be taken. Images determined by the Photographer to be substandard or duplicated may be edited out. The Photographer will use his professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be available to Client.
7. **House Rules:** The Photographer is limited by the guidelines of the ceremony official or the reception site management. The Client agrees to accept the technical results of their imposition on the Photographer.
8. **Receipt of Product.** The Photographer will provide the Client with the finished product **within 16 weeks** of the event.
9. **Notification of Album Changes:** Client has **10 business days** from receiving the Wedding Album draft to express any changes desired therein. If no changes are expressed within the 10 business days Album will be printed as is  
**Album re-editing: 1<sup>st</sup> hour free, additional editing \$100/hr**  
If no need for change is expressed, the Photographer will create a hard copy from the draft. Only photos pre-approved by the Photographer can go in the album.
10. **RAW Files or Negatives:** All negatives and digital files (RAW) of the JPGs received by customer may be purchased for an additional fee of \$1500. All unclaimed/uncollected negatives/digital files may be discarded after 2 years of the Event's date.

Client Initial: \_\_\_\_\_

## Terms and Conditions (cont.)

11. **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.
12. **Copyright and Reproductions:** The Photographer shall own the copyright to all images created. The Client shall receive online access to all images accessible by password. If ordered, the Client shall also receive a high resolution DVD of all images. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.

**Right to Print Statement:** *Jason Denson Wedding Photography grants unlimited printing release to Client. This release is fully transferable by the above named for printing only, and a copy of this document should be considered adequate proof of release by the printer. These pictures are for personal use only. This release does not include rights of sale, nor is permission granted for contest entry or sale without written permission from Jason Denson Wedding Photography. Copyright is retained by Jason Denson Wedding Photography.*

13. **Client's Usage:** The Client is obtaining prints for personal use only and shall not sell said prints. If Client is obtaining a print for newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.
14. **Failure to Perform:** If the Photographer cannot perform this Agreement due to a hurricane or other casualty, strike, act of God, or other cause beyond the control of the parties, no monies will be returned. The Photographer suggests that the client procures event insurance, particularly in hurricane season. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. 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.
15. **Photographer:** The Photographer may substitute another Photographer to take the photographs in the event of Photographer's illness. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
16. **Inherent Qualities:** Client is aware that color dyes in photography 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.
17. **Photographer's Standard Price List:** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically, and future orders shall be charged at the prices in effect at the time when the order is placed.
18. **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 North Carolina.

Client Initial: \_\_\_\_\_