Nikole's Inclusive Imagery
Wedding Photography Agreement

AGREEMENT: This contract between Nikole's Inclusive Imagery (hereinafter "Photographer") and _____ (hereinafter "Clients"), governs the assignment of photographing the wedding of _____**and**_____ (hereinafter "Couple") and, with the accompanying Estimate or description of services (if any), constitutes the entire agreement between the parties. Any amendments to this Agreement shall be made and agreed to in writing. This Agreement may be executed in one or more counterparts, including electronic versions, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

WEDDING: Photographer is to make photographs at the wedding of the Couple on _____**.**("date") The ceremony and reception are to take place at _____**. (Location")** The total number of hours agreed to be provided by Photographer at the ceremony and reception are _____. No other professional photographers will be hired by the Clients or located on site photographing unless otherwise approved by Photographer.

Photographs shall be made in a digital format. Once the JPEG files are delivered to the client, it is the client's sole responsibility to protect and retain their images for the future. Low-resolution proofs of the Photographer's selection of images taken at the event shall be provided via Internet within **7 days** of the event. Final images shall then be prepared and delivered to Clients within **10-12 Weeks** after the selected images have been communicated to Photographer. Final images shall be provided to Clients via the internet or USB drive. Final images shall be adjusted for correction of color and exposure, with no more precise adjustments or retouching, though Photographer may choose to do some as deemed necessary. The number of final images selected by Client shall depend on which package of services Client has selected. If the package of services selected by Client is to include retouching, then Photographer shall provide images that are retouched as per discussion and written agreement with Client. **Precise adjustments and/or retouching of additional images do not fall under the scope of this Agreement, and shall be made under separate agreement.** Final images will be delivered in the JPEG file format in accordance with industry standards. No proof prints, final prints, CD or DVD disks, or albums of any kind will be provided by Photographer under this Agreement unless agreed to separately. Internet ready versions of the final images, lightly watermarked with Photographer's name an/or logo, which are appropriate for social networking websites (such as Facebook, Instagram, etc.) shall also be provided along with the high-resolution versions. A non-exclusive usage license for personal, non-commercial reproduction of the final selected images shall be included, subject to all terms of this Agreement. Clients shall be permitted under this license to make prints and albums of any and all final images. Proof versions of images shall not be shared or distributed in an any way at any time.

FEES:

1) A retainer fee of $_____ shall be required upon signing of this Agreement. That retainer is not part of the final cost of the Photographer's **total fee**. The retainer fee is not refundable, is not a deposit, and is required to reserve a date on Photographer's calendar.

2) Final payment, due the day of the wedding in the amount of **$_____,** as well as any and all of the expenses incurred in the production of the assignment.

The fees and expenses bid or estimated by the Photographer are for the original job description as presented by the Client. Subsequent changes or actual job conditions may result in additional charges. Photographer shall seek approval of additional expenses whenever reasonable and appropriate.

Photographer's fee of $_____ is for Photographer's time as described in the package of services selected by the Clients. If the time required to fulfill the Assignment should extend beyond the agreed time, the additional time will be billed at the hourly rate of $_____ per hour, billed in one hour increments, up to a total of 10 hours for the day, and will be billed at $_____ per hour after 10 hours. Photographer agrees to reasonably minimize any and all unexpected expenses to the best of Photographer's ability. Nevertheless, unexpected expenses shall be added on as an addition to the originally estimated total, and shall be invoiced accordingly. No final versions of images will be released to Clients until payment has been received in full.

PAYMENT: Client will make payments such that they will be received no later than 1 day after the wedding. Late payments will be billed $20.00/day handling fee and interest at the rate of 5% per invoice per month. Checks should be made payable to Nikole Larson

DELIVERABLES: Images provided to Client shall be usable and in accord with Photographer's artistic vision, taste, judgment, and style. Photographer shall be solely responsible for determining whether an image is usable, and for all creative decisions. "Usable" shall mean images are sufficiently in focus such that the primary subject of the photograph is sharp enough that the picture can print well up to 5×7 inches in size, flesh tones are rendered in a believable manner, and the images are exposed such that there is a range of believable tones from dark to light. Client agrees that Photographer is hired for his artistic talent, creativity, taste, experience, and judgment, and Photographer may deliver images produced using techniques such as selective focus, tilting, cropping, toning, vignetting, high contrast, low contrast, black and white, etc., and these shall also be considered usable. Images produced under this Agreement that are deemed by Photographer to be unusable shall not be provided to Client. Any precise adjustments and/or retouching as described in the Assignment above or in the description of services shall likewise be usable and in keeping with Photographer's artistic vision, taste, judgment, and style. "Retouching" shall mean changes to images such as the removal of a distracting element from a picture, minor slimming of bodies shown in images where possible, removal or minimization of minor blemishes in skin, teeth, or garments, and similar modifications. Client agrees that retouching of any kind is a highly subtle, subjective and artistic endeavor, and as such may require significant communication with Photographer and multiple revisions, and can require a substantial amount of time to complete.

CANCELLATION: The retainer fee is non-refundable, regardless of circumstance. Fees for cancellations and postponements will apply irrespective of the reasons for them, specifically including but not limited to weather conditions, conditions of nature, war, the actions of police or emergency services, acts of God, terrorism, civil disturbance, or the fault of a third party. Photographer must be notified of cancellation no less than 60 days before the originally scheduled day of the wedding. If cancellation occurs within 60 days of the originally scheduled wedding day, Photographer shall be paid 1/4th of the total or total package cost, in addition to the amount already received as the retainer. Any and all expenses incurred by Photographer for the purpose of completing this Agreement (ie, rental of photo equipment, etc.) shall also be paid by Clients. If this contract is canceled at any time before the wedding by the Photographer all fees shall be refunded minus any expenses incurred which shall not be refunded to the Client. Photographer reserves the right to cancel this contract at any time, particularly if the scope of work required to complete the assignment changes substantially.

POSTPONEMENT: Should the wedding be postponed for any reason, Clients understand that Photographer may not be available for the new date. Should Clients postpone the wedding to a date for which the Photographer is not available, this Agreement shall be considered cancelled, and the cancellation agreement above shall apply. Photographer shall be notified of any postponement or likelihood of postponement as soon as possible, and will make every reasonable effort to be available for the new date. In the event this Agreement is postponed, additional expenses may be incurred.

COPYRIGHT: All work produced under this contract is copyrighted by Photographer, and all rights are reserved except those specifically granted herein. No "work for hire" contract is agreed or implied. Grant of any reproduction rights to any images produced and delivered to the Clients is conditioned upon receipt of payment in full. All rights not expressly granted to the Clients shall be reserved by Photographer. No license is granted at all for proof images, as proof images are not suitable for any kind of reproduction or distribution whatsoever.

LICENSE: Clients shall be granted a usage license for personal, non-commercial reproduction of final versions of Client-selected images, in accordance with all terms of this Agreement, and shall not sell, license, sublicense, or authorize to be sold in any way or for any purpose images produced under this Agreement. Making prints, albums, sharing online, etc. shall be permitted. Images from the assignment that are distributed via the Internet by the Clients shall be given photo credit to Photographer.

INDEMNIFICATION: Clients hereby indemnify and hold Photographer, his heirs, legal representatives, assigns, employees, agents, and all persons acting under his permission or authority or those for whom he is acting harmless against any and all liabilities, claims, and expenses, including reasonable attorney's fees.

DISCLAIMER: While Photographer will take reasonable precautions, there are occasions when a problem may arise, due to the unpredictable nature of assignment photography. Photographer shall take reasonable steps to complete Assignment satisfactorily and in keeping with the spirit of this Agreement. In no circumstance, shall Photographer be liable for any

amount that is greater than the sum of the retainer and any additional fees received by Photographer.

RELEASE: On behalf of all attendees of the wedding, Clients hereby grant the following rights and permissions to Photographer. Photographer has the absolute right and permission to take, use, reuse, publish, and republish photographic portraits or pictures of those photographed, including any minors, or in which any minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with the adult's or minor's own or a fictitious name, or reproductions of such photographs in color or otherwise, made through any medium at Photographer's studios or elsewhere, and in any and all media now or hereafter known, including the Internet, for art, advertising, trade, or any other purpose whatsoever. Clients also consent to the use of any published matter in conjunction with such photographs. Clients specifically consent to the digital compositing or distortion of the portraits or pictures, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background. Clients waive any rights they may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or the uses to which it may be applied. Clients understand that the images of those photographed, including any minors, may be used in print or on the Internet or for promotional purposes. Clients nevertheless consent to this use. Clients release, discharge, and agree to hold harmless and defend Photographer, his legal representatives or assigns, and all persons acting under his permission or authority or those for whom he is acting, from any liability by virtue of any reason in connection with the making and use of such photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy. Clients hereby warrant that they are legal and competent adults and have legal authority to make such an agreement on behalf of any minor present at the wedding and reception and all guests at the wedding and reception. Clients state further that they have read the above authorization, release, and agreement, prior to its execution, and that they are fully familiar with the contents of it. This release shall be binding upon the Clients, and Clients' respective heirs, legal representatives, and assigns.

Additional terms:

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date stated below.

PHOTOGRAPHER:

Nikole's Inclusive Imagery

Dated:_____

CLIENTS:

Dated:_____ _____

Dated:_____ _____