

# Kirtland Design

Photography, Web & Graphic Design

## WEDDING PHOTOGRAPHY AGREEMENT

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Wedding Date: \_\_\_\_\_

Wedding Location: \_\_\_\_\_ Time: \_\_\_\_\_

Reception Location: \_\_\_\_\_ Time: \_\_\_\_\_

Bride's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ e-mail: \_\_\_\_\_

Groom's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ e-mail: \_\_\_\_\_

Wedding Theme: Please specify, traditional / formal / informal / casual etc. \_\_\_\_\_

Wedding Attire: Describe bride, groom and wedding party attire \_\_\_\_\_

Photography fee agreed to: \_\_\_\_\_. A deposit of \$100.00 is due at the signing of this agreement, with the balance of \$\_\_\_\_\_ to be paid in full at time of receiving your proofing album, approximately 14 days after the wedding.

### Wedding Package Choice

Full Day, \$1,900.00       Half Day, \$1,500.00       Ceremony Only, \$800.00

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between Kirtland Design 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 the parties. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

**RESERVATION:** A signed contract and \$100.00 deposit are required to reserve the specified date.

**PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation two to three weeks before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (The Who's Who List) for specific photographs. The bride and or groom agree to set aside at least one hour of time after the ceremony commencement for photographs that could not be obtained during the ceremony and to take the formal photographs.

**COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Kirtland Design recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. Kirtland Design is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images, due to details not revealed to Kirtland Design.

**SHOOTING TIME / ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and Kirtland Design agree that cheerful cooperation and punctuality are therefore essential to that purpose.

**GENERAL GUIDLINES:** The photographer is limited by the guidelines of the ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; Kirtland Design will offer technical recommendations only.

**FILM & COPYRIGHTS:** Until final payment for services rendered is made, the photographs/images produced by Kirtland Design are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Kirtland Design's explicitly written permission. Upon final payment by the CLIENT, limited copyright ownership of the resulting photographs/images will be transferred to the CLIENT under the following conditions:

The digital files, negatives and/or slides are the property of Kirtland Design for a period of two (2) years from the date of the event. If the CLIENT wishes to request the digital files, negatives and/or slides after that time they must do so in writing.

The Client must obtain written permission from and compensate Kirtland Design prior to the CLIENT, its friends and/or relatives publishing or selling the photographs for profit.

**EXHIBITION:** Requests for specific negatives or slides to be used by Kirtland Design may be requested at a future time. CLIENT grants Kirtland Design permission to display selected images resulting from this assignment as an example of John R. Kollmer's Photography work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

**LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Kirtland Design will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. Kirtland Design takes the utmost care with respect to exposure, transportation, and processing of your photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Kirtland Design's control, Kirtland Design liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

**SECURITY DEPOSITS:** In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to Kirtland Design in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment for any Kirtland Design materials charges incurred up to time of cancellation.

**COMPLETION SCHEDULE:** Film and/or digital processing, along with Proofing Album creation, takes approximately 14 days.

**PAYMENT SCHEDULE:** \$100.00 deposit due at time of signing of agreement. Balance payable in full at time of receiving your Proofing Album. **Please make checks payable to John R. Kollmer.**

I have read and understood the terms above. I hereby agree to the terms of this agreement.

**Signed:** \_\_\_\_\_ (Client)

**Signed:** \_\_\_\_\_ (Client)

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ John R. Kollmer, Kirtland Design

**Date:** \_\_\_\_\_

Please Sign and Return this form with your **deposit payable to John R. Kollmer** to confirm your wedding photography date. A signed copy of this agreement will be returned to the CLIENT and will confirm the date.

**Mail to:**

**Kirtland Design**  
76 Kirtland Street  
Deep River, CT 06417  
860-526-9724  
john@kirtlanddesign.com  
www.kirtlanddesign.com

**Notes:** \_\_\_\_\_