

## WEDDING CONTRACT

- 1** This agreement constitutes an order for wedding portraiture services, including the taking of wedding pictures as agreed to by both parties, Jason Drake (Photographer) and Contracting Party (Couple). Unless otherwise specified it is understood that any and all rights to proofs, final or sample prints, shall remain the property of the Photographer and may be used for advertising, display or any other purposes thought proper by the Photographer.
- 2** If Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty act of God, nature or terrorism, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Photographer will return all fees to the Couple but shall have no further liability with respect to this Agreement. 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. Couple agree that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and limits Photographer's liability to the amount paid under this contract.
- 3** It is understood and agreed that no other photographer will be allowed to photograph or take photos at the wedding while the Photographer is working.
- 4** Force of Nature or Act of God - The due performance of this contract is subject to alteration or cancellation by the Photographer owing to any cause beyond our control. In the unlikely event of total or part photographic failure, injury or sickness beyond the Photographer's control, the photographer's liability shall be limited to a full refund of all monies paid.
- 5** Cancellation - If the Photographer has to cancel this contract for reasons beyond their control, for example including but not limited to death, injury or sickness, the Photographer's liability shall be limited to a full refund of all monies paid. The client may cancel this contract at any time, subject to the following charges.
  - 1. Cancellation with 6 calendar months or more notice – booking fee only.**
  - 2. Cancellation with 3 to 6 calendar months notice – 50% of the overall package price.**
  - 3. Cancellation with less than 3 calendar months – 75% of the overall package price.**

*\*NOTE: The photographer recommends that wedding insurance be taken out which will cover all suppliers fee's should the wedding be canceled.*

- 6** Limitation of Liability and Disclaimer - The Photographer agrees that every effort will be made to provide high quality photographic services. In the unlikely event that a catastrophic mechanical failure should occur to the Photographer's equipment or that the Photographer is unable to provide the couple with the agreed upon photography services and/or products, or if the quality of the services and/or products is deemed to be substandard by the couple, the Photographer and the couple agree that the Photographer is not responsible for any other consequential damages, emotional or otherwise and that the Photographer's liability shall be limited to a full refund of all monies paid.

*The Couple agree that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and limits the Photographer's liability to the refund of all monies paid under our contract. Neither party shall be liable for indirect or consequential loss.*

- 7** The Data Protection Act (1998) - The photographer will be publishing the images including names, on the World Wide Web facility unless the individual concerned specifically requests that these be withheld. The Photographer may publish the photographs to promote Jason Drake Photography unless the individual concerned specifically requests that these be withheld. You are power to carry out your request. No other personal information will be divulged. at liberty to request removal of your images at any time, the photographer will do everything in their power to carry out your request.

**No other personal information will be divulged.**

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8 On signing of this agreement by both parties hereto, the Photographer will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or if the wedding becomes canceled for any reason.

+ The service fee is ..... A deposit of ..... is due at this agreement, full payment must be received at least 14 days before the wedding date. No photography will take place and no rights are granted until payment is made and cleared funds received in full. Late payment fees may apply. The fee is non-refundable in case of cancellation or date change by Couple.

+ I/We, the undersigned Contracting Party, hereby warrant that I am/We are competent to contract in our own name(s). We confirm that I/We have read the agreement above, prior to it's execution, and are fully familiar with the contents of the agreement. This agreement shall be binding upon us and our heirs, legal representatives and assigns, and we certify that we have received a complete copy of the Agreement with all blank lines completed.

+ \_\_\_\_\_  
Signature of Jason Drake Date

\_\_\_\_\_  
Signature of the Client Date

\_\_\_\_\_  
Signature of the Client Date

Wedding Package Choice NOTES

- 1 \$3095 ☐
- 2 \$3695 ☐
- 3 \$4095 ☐
- 4 \$4495 ☐