

Time/Place Photography

Wedding & Event Photography Contract

This contract is between the photographer and the client as detailed below,

Time/Place Photography – a division of Chaotic Adventures LLC

PO Box 2050, Rapid City, SD 57709-2050 * 970-281-5548

Your contact information:

Name: _____

Phone Number: _____

Address: _____

Email: _____

My contact information:

Adrian Smith – Time/Place Photography

<http://TimePlacePhoto.com>

Moments@TimePlacePhoto.com

Time.Place.Photography@gmail.com

970-281-5548

PO Box 2050, Rapid City, SD 57709-2050

This document outlines project terms, scope and time lines.

Contract Terms

Payment Schedule

30% of total fee is due at the time of signing this contract. This deposit holds the date for you and commits TPP (Time/Place Photography) to being there. It is non-refundable, including if the event is cancelled for any reason or moved to another day when TPP is unable to be present.

70% and final payment is due one month (four weeks) prior to the date of the event. If final payment is late or not received any further services rendered by TPP will be at the discretion of TPP.

Payment can be made via cash, check or PayPal with prior arrangement and a service fee. Make checks payable to “Chaotic Adventures LLC”. There will be an additional \$50 fee for each check which fails to clear for any reason.

Pre-Shoot Conversation

It is recommended that there be a conversation between TPP and the client at least 14 days prior to the shoot in order to confirm times, locations, preferences and special requests. TPP will make a best effort to find a time to sit down and talk with you about your event. At this time please convey any notions you have regarding the look of the final photographs, special requests and shot list.

If you do not have time for a pre-event conversation we will make the best judgement calls we can based on experience and our understanding of the project scope.

Client will provide a written shot list detailing what or who is to be photographed, and in what environment where applicable, at least 14 days prior to the shoot. Any scenes not included in the shot list and requested at the time of the shoot will be photographed at the discretion of TPP.

Cancellation

Notice of cancellation must be made in writing at least one month (30 days) prior to the event. The 30% deposit will not be refunded. Cancellations made in the 29 days prior to the event will require payment in full.

If the event is rescheduled a new contract will be drawn up. Payments made for the previous date may be transferred to the new date at the discretion of TPP.

Travel Fees

When applicable, a travel charge of \$30 per hour will apply for any travel time over 30 minutes. Travel charges will be rounded up in 30 minute increments. Any lodging costs incurred are due in full with your final payment.

Food

Client will provide food of the same quality provided to the guests and non-alcoholic beverages for TPP photographers and staff during the event.

Additional Fees and Coverage

You will be responsible for any pre-approved studio rental fees, entrance fees, prop rental/purchase, stylist, photography assistant, subcontractor, parking fees and so forth which TPP incurs as a result of photographing your event. These expenses will be either invoiced as incurred and are due upon receipt or billed up front if cost is known in advance.

Event coverage beyond the number of hours agreed to in this contract is \$125 per hour. The lead photographer on site will inform the responsible client representative when the coverage time has expired. If the client requests additional coverage it will be billed by the hour, rounded to the half-hour, billed the next day and due upon receipt. Any additional fees due must be paid in full before any photographs or video are released to the client.

Delivery of Project/Schedule

You agree not to hold TPP liable for any delays in the completion of the project due to negligence of a third party, unforeseen illness or events, or external forces beyond our control. If any of those things should happen we will notify you as soon as possible with an extended delivery date.

Unless otherwise specified the client will receive a DVD or USB drive with all post processed photographs suitable for printing. Any video will be delivered on a separate DVD or USB drive. TPP does not permanently archive photography or video. It is the client's responsibility to archive all delivered images and video.

Access, Restrictions and Rules

It is your responsibility to inform TPP if there are any restricts or rules pertaining to photography which are applicable at any locations where photography is to occur. TPP will use reasonable efforts to abide by any rules pertaining to the location.

It is your responsibility to arrange for any waivers of location photography rules as needed and have those waivers in writing and signed by an authorized agent.

It is your responsibility to arrange for access of TPP to the location for purposes of photography if access must be arranged in advance.

Limitation of Contract and Damages

You agree that TPP shall not be liable beyond a refund of 50% of any amounts previously paid, in the event of an equipment failure or any other unforeseen event which prevents the photography of the event or the loss of photographs.

TPP will not be held responsible for compromised coverage due to causes beyond our control such as, but not limited to, other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage.

Post Processing

TPP always attempts to get the best photography possible but makes no guarantee in regards to the quality of the photography due to factors sometimes beyond our control. Some of our decisions are artistic or judgement calls.

All photographs will be adjusted for contrast, exposure and artistic presentation. Photoshopping to include but not limited to, enhancing skin or removal of objects/people, is not included in this package but is available at additional cost.

The photographer will provide a pleasing colour balance but cannot guarantee exact colour matching. It is sometimes not possible to record the exact colour as seen by the human eye.

There is no right to reject on the basis of style or composition. The photographer cannot guarantee the supply of any particular photographs that are requested.

The photographer will use professional judgement and discretion to select which photographs to deliver in the final package.

Copyright

Copyright of all photography and video is retained by TPP and the photographer(s) and videographer(s).

When a disc of photographs (digital image files) is provided to the bride and groom as part of their wedding collection, these photographs may be printed, and displayed online, for personal but not commercial use.

The photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his/her work or any other use.

Model Release

The contracting party grants TPP the unrestricted right to copyright, use and publish photos/videos of the contracting party for commercial, promotion, competition or other purposes without compensation or liability. It is the responsibility of the client to advise all participants and attendees that the event will be videotaped and photographed. All parties attending the event will be considered as consenting to be included in the final photos/videos and/or commercial promotional materials.

The client waives any right to inspect or approve photographs or video used by TPP for commercial or promotional use.

Delivery of Materials

Photography and video will be delivered as soon as possible after the conclusion of the event. Unless specified otherwise the disk or USB drive will be mailed to the client.

Release Forms

Client is responsible for obtaining any model release forms or property release forms if required and will provide copies of these forms to TPP prior to the shoot. TPP may additionally require the signing of our release forms at our discretion.

Mediation

If any dispute arises between the parties in this contract all parties agree to resolve the dispute under South Dakota law, in the proper venue in the State of South Dakota. Both parties all agree that if good faith negotiation fails to resolve any dispute the parties will participate in mediation before pursuing arbitration or litigation.

Acceptance of Agreement

I, the client of Time/Place Photography, have read the above terms, specifications and conditions, which are hereby accepted. TPP is authorized to execute the project as outlined here. Payment will be made as scheduled below. This agreement will not be considered valid until signed and returned to TPP.

Client Signature: _____

Print Name: _____

Company: _____

Date: _____

Provider Signature: _____

Print Name: Adrian Smith

Company: Time/Place Photography, a division of Chaotic Adventures LLC

Date: _____

Specifics of Agreement

brides name: _____

grooms name: _____

primary mailing address: _____

email: _____ phone: _____

date of wedding: _____

location of ceremony and start time: _____

location of reception and start time: _____

arrival time for photographer(s): _____

photography coverage ends at: _____

who can assist the photographer
for purposes of rounding up the family for formals: _____

who is the wedding planner: _____

last date to cancel without full payment due: _____

services purchased:

Payment Schedule: Total Amount Due: _____

30% due: _____

70% due: _____