



Impact Photo/Christopher Schall
303-619-2663
www.impact-photo.org
christopher@impact-photo.org

WEDDING CONTRACT

Wedding Date: _____ Time: _____

Bride's Name: _____

Phone: _____ Fax: _____

Address: _____

e-mail: _____

Groom's Name: _____

Phone: _____ Fax: _____

Address: _____

e-mail: _____

Time Photography Session Starts: _____ Ends: _____

Number of Guests: _____

Other Photography Sessions Agreed Upon: _____

Wedding Location: _____

Wedding Official and Contact Number: _____

Wedding Reception Location: _____

Wedding Reception Manager and Contact Number: _____

Bride's Dress-up Location: _____

Groom Dress-up Location: _____

Photography fee agreed on: \$_____. A retainer of (\$_____) is due when this agreement is

signed, and the balance (\$_____) is to be paid on or before the day of the wedding.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

_____	_____
_____	_____
_____	_____
_____	_____

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between Christopher Schall/ Impact Photo and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. RETAINER: Upon your signature, Christopher Schall/Impact Photo will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, a retainer is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The retainer is to be paid at time of signing the contract. The retainer is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due upon receiving DVD/Web site.

3. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the retainer will be forfeited. Christopher Schall/Impact Photo agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

4. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations.

5. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s). THE CLIENT is also responsible for identifying any individual/s that do not desire to be photographed.

6. 120 MINUTE WINDOW: The bride and/or groom agree to set aside at least 60 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents

this 120 minute window from occurring, Christopher Schall/Impact Photo shall not be held liable for failure to take desired photographs.

7. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Christopher Schall/Impact Photo is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to Christopher Schall/Impact Photo. Christopher Schall/Impact Photo recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

8. 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 involved. THE CLIENT and Christopher Schall/Impact Photo agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, Christopher Schall/Impact Photo will not be held liable for any photographs not taken.

9. 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. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; Christopher Schall/Impact Photo will offer technical recommendations only.

10. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Christopher Schall/Impact Photo are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Christopher Schall/Impact Photo's explicit written permission.

· Neither THE CLIENT nor any party beside Christopher Schall/Impact Photo may publish or sell the photographs for profit.

11. MODEL RELEASE: THE CLIENT hereby assigns and grants Christopher Schall/Impact Photo and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases Christopher Schall/Impact Photo and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Christopher Schall/Impact Photo may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Christopher Schall/Impact Photo.

12. EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Christopher Schall/Impact Photo will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by Christopher Schall/Impact Photo, THE CLIENT acknowledges that Christopher Schall/Impact Photo will not be held liable for any shots unavailable because of interference from guest photography.

13. GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will

direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

Christopher Schall/Impact Photo will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted and any damage to equipment will be the responsibility of THE CLIENT to replace or repair.

14. **COMPLETION SCHEDULE:** Digital processing takes approximately 3 weeks from event date. Creation of a wedding album takes 6-10 weeks, enlargements purchased through www.impact-photo.org 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

15. **PAYMENTS:** THE CLIENT agrees that a retainer is required at the time of contract acceptance and 100% of the remaining balance is due before or on the day of the wedding.

16. **FINAL DELIVERY:** Christopher Schall/Impact Photo will deliver the prints and any additional material once printing is completed.

17. **METHOD OF REMUNERATION:** Payment may be made in cash, Paypal, check or money order. Returned checks are subject to a \$25.00 returned check fee. **PROOF OF PAYMENT TO BE PROVIDED ON REQUEST**

18. **PENALTY FEES & CHARGES:** There is a \$200.00 late payment fee for any payments that are not post-marked or delivered to Christopher Schall/Impact Photo by the required date. **THE CLIENT IS RESPONSIBLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS OF COLLECTION.**

19. **RIGHT OF WITHDRAWAL:** Christopher Schall/Impact Photo's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Christopher Schall/Impact Photo initiate the withdrawal, all fees will be returned, excluding retainer as well as fair market value for all services/products already provided. In case of withdrawal, \$100.00 an hour is charged for all photography services already provided and \$50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

20. **LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Christopher Schall/Impact Photo will make every effort to

secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a 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.

Christopher Schall/Impact Photo takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond Christopher Schall/Impact Photo's control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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.

21. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, Christopher Schall/Impact Photo cannot place an unconditional guarantee on the above. Christopher Schall/Impact Photo will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Christopher Schall/Impact Photo's control.

22. PERFORMANCE: The performance of this contract on behalf of Christopher Schall/Impact Photo shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

23. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

24. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and Christopher Schall/Impact Photo at the time of acceptance of this contract shall be recognized as amendments to this contract.

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

Signed _____ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ (Witness)

Signed _____ (on behalf of Christopher Schall/Impact Photo)

Date _____

Location _____