



# Wedding Photography Contract

## The Bride

\_\_\_\_\_ name

\_\_\_\_\_ address

\_\_\_\_\_ city state zip

\_\_\_\_\_ phone

\_\_\_\_\_ email

## The Groom

\_\_\_\_\_ name

\_\_\_\_\_ address

\_\_\_\_\_ city state zip

\_\_\_\_\_ phone

\_\_\_\_\_ email

## Wedding Day Coverage

- Full wedding day coverage with two photographers
- USB Flash Drives for bride and groom + the parents, print release, and online gallery
- Complimentary engagement session

## Pricing

Order Total: \$3,000

Retainer: \$1,000

Balance Due: \$2,000 Please make check payable to Davey Morgan Photography.

*(Fill in as much as you can for the arrival time, reception location, etc. If you don't know them yet, please put N/A and inform us later.)*

## Wedding Date

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

## The Clock

Photographer arrival time: \_\_\_\_\_ Reception start time: \_\_\_\_\_

Ceremony time: \_\_\_\_\_ Reception end time: \_\_\_\_\_

## Locations

\_\_\_\_\_ name of ceremony location

\_\_\_\_\_ name of reception location

\_\_\_\_\_ address

\_\_\_\_\_ address

\_\_\_\_\_ city state zip

\_\_\_\_\_ city state zip

## Signatures

The parties have read all the pages of this contract and agree to all the terms and conditions.

\_\_\_\_\_ bride or responsible party/client date

\_\_\_\_\_ photographer date

Please initial here, Client \_\_\_\_\_ Photographer \_\_\_\_\_  
**864-378-2248** info@daveymorgan.com **www.daveymorgan.com**  
 Davey Morgan Photography, P.O. BOX 80123, Simpsonville, SC 29680



## Mailing Addresses for Wedding Pictures

### **Bride and Groom**

Address to mail engagements, bridals, and your copy of the wedding pictures.

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name

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street

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city

state

zip

### **Bride's Parents**

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name

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street

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city

state

zip

### **Groom's Parents**

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name

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street

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city

state

zip

If you have more parents, please list their address(es) below.



## Terms and conditions

*\*Please feel free to contact Davey Morgan Photography, for any clarifications.\**

### 1. Exclusive Photographer

The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding and photography sessions and there shall not be another professional or amateur photographer taking photos, directing, or interrupting. Friends and family of the Client shall be permitted to photograph the wedding as long as they do not interfere with the Photographer(s). Photographs and products taken by a non Davey Morgan Photography photographer, and their promotional items are not permitted to be placed at any location pertaining to the wedding as Davey Morgan Photography's photographs or products. This does not include personal pictures taken throughout your lives.

### 2. Photographer and Coverage

Davey Morgan Photography may substitute other competent photographers to take the photographs in the event of a Photographer's illness, injury, pregnancy, illness or death of a family member, urgent matter, obligation, or unavailability. If one of the two Photographers can not photograph the event due to illness, injury, pregnancy, illness or death of a family member, urgent matter, obligation, or unavailability, Davey Morgan Photography shall not provide any discounts or refunds to the Client or be liable in any way. Should Davey Morgan Photography be unable to procure at least one photographer total to the Client, the Client shall receive a full refund for the wedding day coverage and retainer paid to Davey Morgan Photography. Full Wedding Day Coverage as defined by Davey Morgan Photography as no more than 10 hours, and not past 10:00pm. There is no adjustment in pricing for wedding day coverage less than 10 hours. Davey Morgan Photography does not take photos or work on Sundays. Davey Morgan Photography does not photograph engagements or bridals on Saturdays. The Clock starts at the Photographer Arrival Time stated on the first page of this contract and finishes at the Reception End Time. During the reception the Photographer(s) will take a 15 minute break for dinner. Bridal sessions are limited to 1 hour. Engagement sessions are limited to 1 hour. Davey Morgan Photography shall communicate and establish dates and times to meet the Client for any Photo Sessions in a reasonable manner that are convenient for both Davey Morgan Photography and the Client. The same shall be done due to bad weather and re-schedules. If the Client cancels or reschedules less than three days before a session's date and/or time, not due to weather, the Client shall pay a \$50 cancellation/re-scheduling fee for each occurrence. If the Client does not show up for a session or cancels the day of, not due to weather or emergency, the Client shall pay a \$250 cancellation/re-scheduling fee for each occurrence. If the Client can not find a time and date for a photography session that Davey Morgan Photography is available, the Client will not be refunded that Photo Session or part of the order and may not be substituted for any other Photo Session or Product. The Photographer has artistic discretion for all photos taken. The Photographer will do their best to capture all photos requested however is not liable if all are not captured.

### 3. Failure to Perform

If the Photographer cannot perform this Agreement due to a fire, emergency, death to the photographer, act of terrorism or crime, natural disaster, road hazards, heavy traffic conditions, flight delay or cancellations, act of God, or a cause beyond the control of the parties, then Davey Morgan Photography shall return all payments, not including the retainer or Product payments, to the Client, and shall not have further liability with respect to the 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 Photographer. Davey Morgan Photography is not responsible for ruined photographs due to guest's (or any other) flashes, or any other cause outside of Davey Morgan Photography's control. It is acknowledged that any lists submitted to the Photographer will be used for organizational purposes only and in no way represent photography that will actually be produced. The Photographer will do its best to fulfill all requests but can make no guarantees all images will be delivered. Clients are responsible for all location fees and permits.

### 4. Creative License

Images are edited at the Photographer's discretion. The Photographer reserves the creative rights to edit and release only those images deemed creditable as professional in quality and within the photographer's artistic standards.

### 5. Pricing

The charges in this agreement are based on Davey Morgan Photography's Pricing. The Pricing is adjusted periodically and additional, future orders, placed outside of the contract, including any type of photo or fine

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art print, shall be charged at the prices in effect at the time when the order is placed.

## 6. Family Pictures List and Pre-Wedding Questionnaire

The Client shall provide a list of family pictures (pre and post ceremony) and the pre-wedding questionnaire no later than thirty (30) days before the day of the wedding.

## 7. Retainer, Payment, Balance, and Travel Fees

The Client shall pay a nonrefundable retainer to reserve Davey Morgan Photography for the specified wedding date. Upon signing of this contract, a non-refundable retainer in the amount of \$1000 shall be applied to reduce the total cost of the order. The Client shall pay the remaining balance no later than thirty (30) days before the date of the wedding. A late fee of \$50 per day will be charged for every day late after the specified date of balance being due. No photography on the wedding day will take place until payment is made in full. Products and services shall not be changed, swapped, or removed after a retainer is placed. No part in any order will be delivered or released until the balance is paid in full. If a check is bounced or is not valid, a \$30 fee will be charged and the full balance will still be due. If the Client does not pay in full within thirty (30) days after the Wedding Date, the Client shall pay legal and court fees needed to obtain full payment of services and products. The Client shall pay \$0.25 per mile for traveling to and from the wedding, reception, photo opportunities, and any photo sessions. Travel fees for photo sessions will be determined after locations have been decided for photo sessions and the costs will be added to the final payment. Davey Morgan Photography may waive the travel fee on a case-to-case basis, however is not obligated to.

## 8. Cancellations

If the client should cancel or reschedule the Wedding, for any reason, the retainer and any payments made shall not be refunded. Davey Morgan Photography shall not make any payments or refunds to The Client. The Client is not required to make any further payments to Davey Morgan Photography. The Client agrees that no further services, obligations, goods, or products will be provided by Davey Morgan Photography in regards to the wedding. The Client shall provide in writing to Davey Morgan Photography a notice of cancellation.

## 9. Copyright and Reproductions

Davey Morgan Photography shall own the copyright for all images created. Davey Morgan Photography reserves the exclusive right to use all work created for the Client, in the Photographer's portfolio, samples, self-promotions, entry in photographic, graphic arts contests or art exhibitions, editorial use, magazine articles, website blog, Facebook (including "Tagging" the photos), social media, website, or for display within Davey Morgan Photography's studio and any other commercial or non-commercial use. The Client agrees to indemnify and defend Photographer against any and all claims, liability, damages, costs, and expenses, including legal fees and expenses arising out of any use of any photographs for which the Client's guests provided no release to the Photographer for any photographs.

## 10. Client Usage

The Client may use and copy the images created for personal use. The Client shall not use the images created for commercial use. The Client needs written permission from Davey Morgan Photography to use photos in any publication or website, not including social media or personal blogs. The Client is personally liable for communicating the limitations of the contract to any person who receives the images created and is personally liable for any illegal uses that arise from the distribution of the images.

## 11. House Rules

Due to the limited and subjective nature of the event, the Photographer cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications due to lateness of individuals, anyone in or at the event, or rules and restrictions of venue. The guidelines of the ceremony officiant, planner, director, venue/site/store officials or staff, videographer, or any other person setting guidelines, including the Photographer's own discretion, restricts the Photographer. It is the Client's responsibility to notify the Photographer of any restrictions. The Client agrees to accept the technical quality and results of their imposition on the Photographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility; the Photographer may offer technical recommendations only. The Photographer is not responsible for lost photo opportunities due to the lateness of the clients or other principles. Davey Morgan Photography is also not responsible for interference affecting our equipment coming from equipment nearby the Photographer.

## 12. Safety

The Photographer(s) reserve the right to leave a wedding or photo session if the photographer feels unsafe, offended, endangered, or threatened by wedding/reception/photo session participants or attendees, location,

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or weather. Photographer(s) will leave if wedding/reception/photo session participants or attendees become highly intoxicated (ie. passing out or fighting), or participate in illegal activities (ie. illegal drugs) and the Photographer(s) do not feel comfortable. Photographer(s) will not attempt to take a photograph if it places the Photographer(s) in danger, is offensive, is against Photographer(s) religious beliefs, is inappropriate, is illegal, or can lead to an accident or injury. Davey Morgan Photography is not responsible if wedding/reception/photo session participants or attendees trip over or come into contact with photography equipment and are injured or become ill. The Client shall be liable and pay all legal fees resulting from an injury, accident or illness. If wedding/reception/photo session participants or attendees damage photography equipment, or photography equipment is stolen, the Client is responsible for damage or replacement fees determined by Davey Morgan Photography, which shall be paid no later than twenty one (21) days after the wedding date.

### 13. Products

If Davey Morgan Photography's Product Supplier's change their Product's availability, pricing, options or selection and Davey Morgan Photography cannot provide the same Product originally agreed to, Davey Morgan Photography is not obligated to provide the Product(s), but will do it's best to select a similar or like Product(s) or will take additional payment to cover any additional costs. If the Client does not agree to or cannot make an additional payment to cover a price change and Davey Morgan Photography cannot provide the Product(s), the Client will not hold Davey Morgan Photography liable or responsible and will forfeit the right to the Product(s) and the Client shall not receive any refund or payment. Davey Morgan Photography is not responsible or liable for the inherent qualities of Product(s), including fading, discoloration, or any other faults in manufacturing or normal wear and tear. Davey Morgan Photography shall mail or deliver the Product(s), including USB Flash Drives, from the Wedding or Photo Sessions to the Client no later than ninety (90) days after the event date. Davey Morgan Photography is not responsible or liable for any delays in mail/delivery services or delays in processing the Product(s) due to suppliers. Online Galleries will be created no later than ninety (90) days after the Wedding or Photo Session date. The Online Galleries will remain for at least sixty (60) days after the posting date. Only a selected appropriate amount of edited photos will be given to the Client; not all pictures taken will be given to the Client. The amount and style of editing is at the discretion of Davey Morgan Photography. All product sales are final and there are no refunds.

### 14. Miscellaneous

The Client agrees to indemnify and defend Davey Morgan Photography against any and all claims, liability, damages, costs, and expenses, including legal fees and expenses arising out of any guests or person's injuries from Davey Morgan Photography's equipment or Photographers. Any breach of contract by the Client will release Davey Morgan Photography from this contract and no refunds or products will be delivered.

### 15. Agreement

This agreement incorporates the entire understanding of the parties. Any modifications of this agreement must be in writing and signed by both parties. Any waiver of a breach or default thereunder shall not be deemed a waiver of a subsequent breach default of either the same provision or any other provision of this Agreement. The laws of the State of South Carolina and the United States of America shall govern this Agreement.