

# Wedding Photography Agreement



480.390.7151

sarah@sarahbentham.com

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

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

Time Photography Begins: \_\_\_\_\_

Time Photography Ends Time: \_\_\_\_\_

**Bride Contact Info:**

Bride Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Eve Phone: \_\_\_\_\_

**Groom Contact Info:**

Groom Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Eve Phone: \_\_\_\_\_

Wedding Photography Services & Product Agreed to for your Package:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sum of Package: \_\_\_\_\_

50% Deposit to Reserve Date: \_\_\_\_\_

Total Due: \_\_\_\_\_

Balance Due  
30 Days before Wedding date: \_\_\_\_\_

**We accept cash, check, and credit card.**

Signature: \_\_\_\_\_



*Thank you for your business!*

## **TERMS**

**Photographer/Studio** refers to Sarah Bentham Photography.

**Assignment** refers to the wedding day photography.

**Work** means all photographic images, negatives, digital files, prints or other materials created by Photographer while performing the Assignment.

## **SERVICE & POLICY**

Photographic coverage will include the service of photography to begin at least one hour prior the wedding ceremony. Photography is limited to the guidelines of the ceremony official and reception site management. Upon signature and payment of the retainer, the Photographer shall reserve the time and date agreed upon for this Assignment, and will not make other reservations for that time and date. For this reason, all deposits/reservation fees are non-refundable, even if the date of the wedding is changed or the wedding is cancelled for any reason.

## **PAYMENT**

A reservation fee of 50% is due with this signed contract. The balance is due no less than thirty (30) days before the wedding date. All payments made are non-refundable. Examples of a non-refundable retainer are cancellation of the wedding, change of wedding date. No part of any order, including proofs, will be delivered until the balance is paid in full.

## **TRAVEL CHARGES**

For locations or events outside the Photographer/Studio's coverage area of Benton and Washington Counties in Northwest Arkansas, travel charges may apply. All such charges will be estimated in advance and provided to the Client. All overnight hotel accommodations and flight arrangements will be made by the Photographer/Studio.

## **PRICING**

The charges in this Contract are based on the Studio's/Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed. Pricing for this contract is guaranteed for sixty (60) days after the delivery of proofs.

## **PROOFS**

Online and paper proofs are estimated for delivery six to eight (6-8) weeks following the Assignment. Should there be a delay in delivery due to an Act of God or other emergency, a new deadline will be estimated once known. The Online Gallery will be made available for four (4) weeks.

## **CREATIVE CONSENT**

The Photographer is retained for their photographic style and ability, and as such, will control the edit of the wedding day photos. This includes choosing which photos will be included in the final edit, the crop, and color of the edited photos. Photographer can not guarantee the number of images the Client will receive, but averages between 250-500 images per 6-8 hour wedding.

## **MEALS**

With creativity and health in mind, it is necessary for the photography team to take a meal break. If the Assignment lasts longer than 4 hours, Client agrees to provide seated, warm meals and refreshments for the Photographer and the Photographer's Assistant (s).

## **MODEL RELEASE**

The Studio/Photographer reserves the right to use negatives and/or reproductions for advertising, display, publication or other purposes. Negatives remain the exclusive property of Studio/Photographer.

## **CANCELLATION POLICY**

Client acknowledges that in the event that there is a Cancellation of the wedding the Studio will be harmed, and that Client will notify the Studio in writing of a Cancellation as soon as possible in order to minimize the Studio's damages. Client acknowledges that the Reservation Fee was spent at signing and a loss will be incurred by the Studio due to the cancellation, therefore all payments made are non-refundable.

**POSTPONEMENT POLICY**

Client acknowledges that in the event that there is a Postponement of the wedding the Studio will be harmed, and that Client will notify the Studio in writing of a Postponement as soon as possible in order to minimize the Studio’s damages. A Rebooking Fee of \$100 is due to the Studio within 30 days. This payment is a compromised portion of the loss sustained by the Studio due to a Postponement. The new date must fall within 365 days from the date of postponement. Client understands that new rates and a new contract may apply. Upon payment of the Postponement Fee and a new agreement signed, the retainers and installments made will then be transferred to the new date.

**RETURNED CHECKS**

There is a \$50 return check/non sufficient funds fee.

**LIMITS OF LIABILITY**

In the unlikely event of medical or other emergency, the Studio/Photographer may substitute another photographer to photograph the Assignment. In the event of such substitution, Studio/Photographer warrants that the photographer taking the photographs shall be a competent professional. If a replacement is not found, responsibility and liability is limited to the return of all payment made to Studio/Photographer. Client understands and further acknowledges that coverage of a wedding Assignment is subject to many variables, and as such Photographer cannot guarantee the delivery of any specifically requested image(s). The Photographer cannot be held responsible if key individuals fail to appear or cooperate during the Assignment.

The utmost care will be taken in regard to exposure, transportation, and processing of film, digital files and photographs. However, in the event that film, files or photographs have been lost, stolen, or destroyed, responsibility and liability is limited to the return of payment made to Photographer/Studio. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of the total number of originals.

**COPYRIGHT**

The Work created by Photographer during the Assignment constitutes the copyrighted work of Photographer and the Studio. The Work at all times shall remain the property of Photographer and the Studio. Any portion of the Work delivered is for Client’s personal use only. Client will receive a print release consent form, authorizing printing for personal use only. Client will not authorize the sale or reproduction of any portion of the Work for editorial or commercial purposes without the Studio’s written consent. The Client will not profit financially from the Photographers work. Clients may not reproduce images for other vendors, Photographer/Studio will provide that work.

Client will attribute any work posted online to Sarah Bentham Photography.

This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties. This Agreement will be governed by the laws of the State of Arkansas.

I have read this entire Agreement and I understand its terms. I agree to be bound by the terms of this Agreement.

Client Signature 1 \_\_\_\_\_ Date \_\_\_\_\_

Client Signature 2 \_\_\_\_\_ Date \_\_\_\_\_

Photographer’s Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please mail completed and signed Wedding Agreement to:**

**Sarah Bentham Photography**  
**P.O. Box 4454**  
**Fayetteville, AR 72702**