

## **1. - PHOTOGRAPHER and CLIENT agreement**

1.1 - PHOTOGRAPHER and CLIENT agree that PHOTOGRAPHER is in no obligation to capture any specific moment, or pose, or persons during the wedding. The CLIENT also acknowledges that the PHOTOGRAPHER shall not be held responsible for compromised images due to environmental issues, such as poor event lighting, spaces or backdrops etc.

1.2 - CLIENT accepts that the PHOTOGRAPHER shall be given priority in taking pictures over guests with cell phones or other devices.

1.3 - If PHOTOGRAPHER is unable to perform or cancels the services in this contract for any cause outside its control (injuries, sickness/illness, acts of God, accidents, labor disputes and other catastrophes, or uncontrollable and unforeseeable equipment failures etc.), CLIENT agrees to indemnify PHOTOGRAPHER for any damages, loss, liability: however, PHOTOGRAPHER will return in full payments made by CLIENT to CLIENT in relation to this wedding.

1.4 - CLIENT agrees to indemnify and hold harmless PHOTOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

1.5 - CLIENT understands and agrees that PHOTOGRAPHER is not required to maintain copies of the images from the wedding more than thirty (30) days after the images have been delivered to the customers.

1.6 - CLIENT agrees to hold the PHOTOGRAPHER harmless for any personal injury, which may occur as the CLIENT poses or works with PHOTOGRAPHER.

1.7 - PHOTOGRAPHER will strive to present images in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT. PHOTOGRAPHER

will perform basic post-processing or digital image editing services where artistically necessary.

1.8 - PHOTOGRAPHER warrants that the pictures shall not infringe upon any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights.

## **2. Duty of CLIENT**

CLIENT will obtain all permissions necessary for PHOTOGRAPHER to capture the images at the wedding/reception. PHOTOGRAPHER has no duty to obtain permissions at reception centers, church, building, properties, or other locations to operate thereon. CLIENT agrees that any failure to obtain these permissions resulting in fines to PHOTOGRAPHER, or which prevent the PHOTOGRAPHER for capturing the event(s), is not the fault, liability or responsibility of PHOTOGRAPHER.

## **3. Exclusive PHOTOGRAPHER**

CLIENT agrees and understands that no other party other than PHOTOGRAPHER may capture images of any poses, lighting situations, or set-ups made by the PHOTOGRAPHER. This slows the photographer's work and violates the photographers right to capture images at the wedding/reception.

## **4. Picture Release**

CLIENT grants permission to PHOTOGRAPHER and its assigns, licensees and sublicensees permission to use CLIENT'S image, or likeness in any and all forms of media.

**Photographer's Signature** \_\_\_\_\_

**Date**\_\_\_\_\_

**Customer's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_