

I V O R Y + R O S E

photography

client contract

client married name _____

wedding date & time _____

bride/groom name (the client) _____

email address _____

phone number _____

address _____

bride/groom (the client) _____

email address _____

phone number _____

address _____

wedding ceremony location _____

wedding reception location _____

photography fee agreed \$_____ final amount due date _____

a non-refundable initial payment of \$500 is due upon signing this agreement, and the balance of \$_____

is to be paid thirty (30) days prior to the specified wedding date as cleared funds.

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ADDITIONAL EXPENSES: THE CLIENT is responsible for all additional travel, accommodation, and transport cost not already provided for in the purchase package if locations and/or times alter from those agreed upon and listed within this agreement. One full staff meal or an allocated meal time per photographer to be provided for packages booked that are over 5 hours in length.

This agreement contains the entire understanding between Ivory & Rose 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.

1. RESERVATION: Upon your signature of this contract, and receipt of your initial payment, Ivory & Rose will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the initial payment is non-refundable, even if the date is changed or the wedding is cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The initial payment is to be paid within 24 hours of signing the contract. The initial payment 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 thirty days prior to the wedding date.

2. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the specified date within this contract, the initial payment will be forfeited. Ivory & Rose agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT. Should the Wedding be cancelled within eight (8) weeks prior to the wedding only 50% of total monies paid will be refundable minus the booking fee. If the Wedding is cancelled within 2 weeks of the agreed date, no monies will be refunded.

3. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times and locations. This will be at the location stipulated by Ivory & Rose or may be at an alternate location if it is acceptable to all parties. This may also be carried out over the phone or via Skype.

4. 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, however every effort will be made to capture desired combinations.

5. 90 MINUTE WINDOW: The marrying parties agree to set aside at least 30 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 parties arrive late (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, Ivory & Rose shall not be held liable for failure to take desired photographs.

6. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Ivory & Rose is not responsible for key individuals' failure to be

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present or to cooperate during photography sessions, neither for missed images due to details not revealed to Ivory & Rose. Ivory & Rose 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.

7. 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 Ivory & Rose 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, Ivory & Rose will not be held liable for any photographs not taken.

8. 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; Ivory & Rose will offer technical recommendations only.

9. MODEL RELEASE: THE CLIENT hereby assigns and grants Ivory & Rose 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 Ivory & Rose and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Ivory & Rose 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 Ivory & Rose.

10. EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Ivory & Rose will act as the sole and exclusive commissioned wedding photographer.

11. 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.

12. COMPLETION SCHEDULE: Digital processing takes approximately 4-6 weeks. During peak periods (i.e. September to November) processing can sometimes take 6-8 weeks. Creation of a wedding album takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

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13. PAYMENTS for ADDITIONAL ALBUMS, PRINTS AND POST PRODUCTION SERVICES: THE CLIENT agrees that 50% initial payment is required at the time of placing your order, outside of the purchased package,

and the balance due at time of collection. All collections are to be made from the office of Ivory & Rose unless alternative arrangements are made and agreed to by all parties. A travel allowance may be payable for delivery if agreed

upon. For any work completed after images have been delivered (i.e. changing of photo colours) will be charged at \$100.00 per hour.

14. WEDDING ALBUM DESIGN CHOICES + WEDDING ALBUM PREPARATION: Instructions for the design of your wedding album will be forwarded to you within two days of your wedding gallery being made available to you. All choices as per the instructions are to be forwarded to Ivory & Rose within eight weeks of the instructions being given to you. Should they not be forwarded to Ivory & Rose, within eight weeks, Ivory & Rose will use its professional judgment to design the album, which will be unable to be amended by the Client.

15. METHOD OF REMUNERATION: Payment to be deposited into bank account supplied on your invoice. The deposit must include a reference number that relates to the invoice issued.

16. RIGHT OF WITHDRAWAL: Ivory & Rose's discovery of new information, changes to agreed circumstances, or other factors, which tend 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 Ivory & Rose initiate the withdrawal, all fees will be returned. In case of withdrawal, \$100.00 an hour will be charged for all photography services already provided and \$50.00 an hour will be incurred for all other services, consultations and driving time, rounded up to the nearest half-hour.

17. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Ivory & Rose 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. Ivory & Rose 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 Ivory & Rose'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.

18. NON-GUARANTEES: Although every possible care will be taken to produce photographs of all important and special events during the wedding, Ivory & Rose cannot place an unconditional guarantee on the above. Ivory & Rose 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 Ivory & Rose's control.

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19. PERFORMANCE: The performance of this contract on behalf of Ivory & Rose 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.

20. 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.

21. AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and Ivory & Rose at the time of acceptance of this contract shall be recognised as amendments to this contract.

22. In accordance with the Commonwealth Privacy Act 1988, the information that has been provided within this contract and to Ivory & Rose in previous consultation, will be used for the purposes set out in this contract, and no transfer of personal information will be sold/exchanged with any third parties without the express consent of THE CLIENT. Ivory & Rose will refer to client sessions by THE CLIENTS given name only – unless specified otherwise at the time of completing this contract.

bride/groom (THE CLIENT) _____

signed _____ date _____

bride/groom (THE CLIENT) _____

signed _____ date _____

ivory + rose representative _____

signed _____ date _____