



**TERMS AND CONDITIONS AGREEMENT:**

**CONTACT INFORMATION:**

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This agreement contains the entire understanding between Michele Hart Photography 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 a written document signed by all the relevant parties.

Photography fee agreed on: \$ \_\_\_\_\_. A retainer of \$ \_\_\_\_\_ is due when this agreement is signed, and the balance of \$ \_\_\_\_\_ is to be paid no later than the day of the wedding in full by cash or check.

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

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

Wedding Venue: \_\_\_\_\_

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**INCLUDED IN EVERY WEDDING PACKAGE:**

- Edited full resolution “digital negatives” with print permission
- Timeline consult, advice and creation specifically for your wedding
- Online proofing gallery and print ordering
- Unlimited locations with unlimited images taken day of wedding
- [Film photography](#) incorporated where appropriate to achieve the best results

**PACKAGE CHOSEN:**

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PLEASE PUT AN “X” NEXT TO THE PACKAGE CHOSEN AND DETAIL ANY VARIENCES WE AGREED UPON:

**PACKAGE 1**

- 12 hours of coverage the day of your wedding by Michele Hart
- Your choice of 3 additional services from the list below
- Two customized jump drives with your images for your parents
- All wedding day travel related expenses

**\$6800**

**PACKAGE 2**

- 10 hours of coverage the day of your wedding by Michele Hart
- Your choice of 2 additional services from the list below

**\$5400**

**PACKAGE 3**

- 8 hours of coverage the day of your wedding by Michele Hart

**\$4300**

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PLEASE LIST ADD-ONS INCLUDED IN OR ADDED ON TO YOUR PACKAGE:

**ADDITIONAL SERVICES OPTIONS:**

- *Photo Booth:* A backdrop, lighting system, props and photographer to man the booth during cocktail hour until Michele leaves for the evening. Digital files uploaded to wedding web site and full resolution files given to couple
- *An additional photographer for 8 hrs* on wedding day
- *Travel Fees*
- *Albums:* \$800 credit to an album of your choosing
- *Parents Albums:* Two additional commercial grade parents albums with the same layout and dimension ratio as couple's album
- *Prints:* \$800 print credit, including a printing consult
- *Design Consult:* styling advice from a photographer's perspective
- *Additional portrait sessions:* 1hr session

As included in package or \$800 a piece

PLEASE LIST OTHER SERVICES ADDED ON TO PACKAGE:

**OTHER OPTIONS:**

- *Additional hours of photography:* \$300/hr for Michele Hart
- *Polaroid's for Photo Booth or dance floor/cocktail hour:* \$400
- *Additional customized jump drives with your images:* \$500/drive

PLEASE LIST ANY VARIANCE IN YOUR PACKAGE THAT WAS DISCUSSED: \_\_\_\_\_

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**TERMS:**

**Reservation:** Upon signature, Michele Hart Photography will reserve the date and time agreed upon, and will not make other reservations for that date and time. For this reason, the Reservation retainer of 50% of the total cost is non-refundable, even if the date is changed or the wedding canceled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation retainer is to be paid at the time of signing the contract. The Reservation 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 on or before the wedding day, unless there is a cancellation, in which case a refund for the services not yet performed, less the retainer and cost incurred, will not be charged.

**Payment & Prices:** All Package costs are as stated at the time of booking & will remain once booking is confirmed. The remaining balance will be due the day of your wedding but may also be mailed in advance. Failure to pay the final payment as scheduled will result in cancellation of this contract and forfeiture of retainer. Michele Hart will no longer be required to attend said wedding or provide client with any images.

**Penalty Fees & Charges:** Wedding image processing will not start until 100% of the package is paid in full. There is a \$50 late payment fee for any payments that are not postmarked or delivered to Michele Hart Photography by the wedding day. An additional \$100 fee will be added for payments not made by 14 days after the wedding date. An additional \$100 will be assessed for each additional 30-day period past the wedding day until the payment is made.

**Cancellation:** In the event THE CLIENT cancels the contract services outlined in this contract, the retainer will be forfeited. Michele Hart Photography agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT. There is no penalty to the client (i.e. the retainer will be transferred) if the wedding date or venue changes within one year of the original set date but is subject to photographer's availability.

**Limit of Liability:** In the unlikely event Michele Hart Photography cannot perform this Agreement in whole or in part due to an event or cause beyond the control of the parties, including but not limited to, a fire or other casualty, acts of God (nature or terror), or due to Photographers illness or injury, it may be necessary to retain an

alternative photographer. Michele Hart Photography will attempt to secure a replacement photographer to provide a similar package as chosen in this contract at the same 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 wedding package and Michele Hart Photography shall have no further liability with respect to this agreement.

THE CLIENT agrees that an entire event cannot be replicated, reenacted or repeated for the purpose of a reshoot and limits Michele Hart Photography's liability to the amount paid under this contract. In the unlikely event of damage, including partial loss or complete destruction, the liability of Michele Hart will be limited to the refund of all money paid.

**Digital Negatives, Prints, and Copyrights:** The photographs, digital negatives or prints produced by Michele Hart Photography are protected by Copyright Law (all rights reserved) and therefore remain copyrighted by Michele Hart Photography. However, Michele Hart Photography gives THE CLIENT the right to use and reproduce images for personal use.

**Pre-Event Consultation:** The parties agree to a pre-event consultation at least one month prior to the wedding date in order to finalize the actual shooting times and locations. This consultation can be done in person or by email, phone, or Skype. If this consultation does not happen Michele Hart Photography is not required to be at the said event.

**Event Schedule:** THE CLIENT acknowledges that following the wedding day schedule agreed upon with Michele Hart Photography during the Pre-Event Consultation is the responsibility of THE CLIENT. Following the direction of Michele Hart Photography regarding the timing, location and other aspects of all photographs and portraits taken during the wedding day and providing Michele Hart Photography with the appropriate amount of time for portraits is the responsibility of THE CLIENT. If the wedding day schedule and artistic direction and recommendations provided by Michele Hart Photography are not followed, the images created on the wedding day may fail to be representative of images in Michele Hart Photography's portfolio.

**Proofs:** The client will receive high-resolution DIGITAL negatives approximately 8-12 weeks after the wedding date.

**Requested Photographs:** Requested Photographs will be given effort to be taken. However, due to the fast paced nature of events Michele Hart will not promise any particular shot(s). Michele Hart recommends the client assign someone to assist in identifying or gathering people for photographs and alert the photographer of special moments about to happen. It is THE CLIENT's responsibility to make sure that members of the party are on time & available when requested for a photograph.

**Appearance:** The final photographs will represent the appearance of THE CLIENT and guests on the wedding day. Michele Hart Photography is not responsible for wardrobe, hair, makeup or overall appearance of any of the photographed individuals and will not be required to make Photoshop edits to correct any concerns with appearance.

**House rules:** The photographer is limited by the guidelines of the ceremony official, the reception site management, or other vendors taking part in your day, including but not limited to, your ceremony official and planner. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENTS responsibility; Michele Hart Photography will offer technical recommendations only. Michele Hart will NOT assume responsibility for limitation and restriction set forth by the venue or the officials of the ceremony, which prevent the taking of desired photographs.

**Artistic Style:** THE CLIENT acknowledges that it is familiar with Michele Hart Photography's portfolio and is requesting services with knowledge of the Photographer's style; that Michele Hart Photography's work is constantly evolving; that Michele Hart Photography's services are of unique and artistic nature; that the photos may be different from photographs taken by Michele Hart Photography in the past; and that in creating the photos, Michele Hart Photography shall use her personal artistic judgment to create images consistent with her personal vision of the Event, which vision may be different from THE CLIENT's and/or the Subject's vision of the Event. Accordingly, THE CLIENT acknowledges that the Photos shall not be subject to rejection on the basis of taste or esthetic criteria.

**Model Release:** THE CLIENT(s) give Michele Hart Photography permission to use photos taken on the wedding day and/or other sessions included in this contract, including photos with their likeness, in all forms and media for advertising, portfolio, website, blog, demo, altering without restrictions, and with other lawful purposes. THE CLIENT(s) understands they are entitled to no compensation, and release Michele Hart Photography all forms of claims and liability related to their photo usage.

**Archival Responsibility:** Upon receipt of the hi-resolution images THE CLIENT accepts all liability and responsibility regarding the archiving and preservation of the images. Michele Hart Photography is not responsible for archiving or providing replacement discs, files, or prints to THE CLIENT once the full resolution files have been provided to THE CLIENT.

**Payments:** THE CLIENT agrees that a retainer of 50% of the total cost is required at the time of contract acceptance and 100% of the remaining balance is due the day of the wedding.

**Performance:** The performance of this contract on behalf of Michele Hart Photography shall be contingent upon Acts of God, flood, fire, warfare, government laws and regulations, electrical failure, strikes by suppliers, mail delivery delays and lost packages, and/or conditions beyond Michele Hart Photography's control.

**Failure to follow terms of contract:** Failure to follow any of the items listed in this contract shall serve as a reason for Michele Hart Photography to cancel the request for photographic services and will cause forfeiture of the Reservation retainer. If Michele Hart is negligent in providing these services all fees will be returned to the client but Michele Hart is not required to pay anything beyond the fees paid by the client.

**Severability:** If any provision of this agreement is held to be invalid or unforeseeable 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.

**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 Michele Hart Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.

I have read and understood the terms in this wedding photography contract. I hereby agree to the terms of this agreement:

**Signature of Client:** \_\_\_\_\_ (Client responsible for payment)

Print Name: \_\_\_\_\_

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

Names of couple getting married: \_\_\_\_\_

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

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Email 1: \_\_\_\_\_

Email 2: \_\_\_\_\_

