



825 W. 8TH ST.  
CONNERSVILLE, IN 47331  
765-825-3232  
CRAIGBYBEEPHOTOGRAPHY.COM

## WEDDING PHOTOGRAPHY CONTRACT

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

Bride and Groom's Name: \_\_\_\_\_

Home Street Address: \_\_\_\_\_

Street Address continued: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Day Phone: (\_\_\_\_\_) \_\_\_\_\_ Evening Phone: (\_\_\_\_\_) \_\_\_\_\_

Mobile (Who? \_\_\_\_\_): (\_\_\_\_\_) \_\_\_\_\_

### Wedding couple's address and phone after wedding:

Street address: \_\_\_\_\_

Street address continued: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP code : \_\_\_\_\_

New Address Effective on: \_\_\_\_\_

### Key Players

Wedding Coordinator: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Officiator: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Maid of Honor: \_\_\_\_\_ Best Man: \_\_\_\_\_

Other key players:

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

Location Manager: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

## Wedding Day

Church/Location Name: \_\_\_\_\_

Church/Location Address: \_\_\_\_\_

(Attach maps or other directions as needed.)

Bride arrives at church: Date / Time: \_\_\_\_\_

Photographer to arrive at church: Time: \_\_\_\_\_

(normally I will arrive at the church 1/2 hour before the bride does)

**Ceremony start Time:** \_\_\_\_\_

**Reception Start Time:** \_\_\_\_\_

Reception Business Name/Location: \_\_\_\_\_

Reception address: \_\_\_\_\_

## Additional Items Not Included In Purchased Package:

Wedding Photo Checklist Completed (Yes / No): \_\_\_\_\_ If NO, Couple agrees to submit checklist at least 2 weeks prior to date of event.

Create Video CD slide show with music? (Yes / No) (\$100.00): \_\_\_\_\_ **INITIAL** \_\_\_\_\_

Travel Fee? Yes / No \_\_\_\_\_ Estimated Time to Site: \_\_\_\_\_ **INITIAL** \_\_\_\_\_  
(Travel fee is charged for all hourly assignment work or if travel is more than 50 miles from Connersville.)

Travel Fee= \$\_\_\_\_\_.\_\_\_\_\_ (\$45.00 per hour to location only)

**PHOTOS DESIRED ON DAYS OTHER THAN WEDDING DAY? YES / NO** \_\_\_\_\_

Date/Time: \_\_\_\_\_

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

(Attach map or other directions as needed)

**ADDITIONAL OTHER ASSIGNMENT FEE @ \$60.00 Per Hour**

\$\_\_\_\_\_.\_\_\_\_\_ **INITIAL** \_\_\_\_\_

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

## **Terms**

- All photographs will be digital not film.
- At conclusion of wedding, the photographer will retain the digital files for processing.

- All digital photo files (if purchased on included in package) will be given to the wedding couple upon final payment.
- The processing of the wedding package will be completed within 90 days after bride or groom makes their final choices and approvals
- All photographs will be printed in gloss photo paper unless otherwise agreed upon.
- Travel charges are \$45.00 per hour. The first hour is free as we do not charge for travel within a 50 mile radius of our studio. Travel times are determined by Map Quest on the internet.
- If due to someone other than the photographer, we go over the allotted time (per package), additional fees will be assessed at \$80.00 per hour in ½ hour increments.

**SPECIAL ITEMS AGREEMENT:**

(ADD ITEMS NOT INCLUDED IN PACKAGES, ITEMS OR SERVICES ADDED TO OR EXCLUDED FROM PACKAGES, SPECIAL REQUESTS AS DETERMINED BY CRAIG BYBEE PHOTOGRAPHY)

We agree to the following additional assignment or special terms:

TERMS SHOWN BELOW APPLY UNLESS NOTED HERE. ANY CHANGES TO THE TERMS OF THIS CONTRACT MUST BE PRESENTED IN WRITING AND AGREED UPON BY ALL PARTIES BY SIGNATURE.

Special Terms: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOTAL SERVICES AND PRODUCTS OF THIS CONTRACT:**

Craig Bybee Photography will provide the described photography services for the wedding as described in this contract. The CLIENT of this contract agrees to the following fees and payment terms:

Package Name: (Indicate by checking)

- Platinum Wedding Package \$2650
- Storybook Wedding Package \$1650
- Gold (Deluxe) Wedding Package \$1100
- Silver (Basic) Wedding Package \$900
- Ceremony Only Package \$625
- Studio Group and Single Shots Only Package \$400
- Engagement Session \$150 or \$75 with Wedding Package
- Build Your Own Wedding Package  
(Build Your Own Wedding Form must accompany this contract)

Package Fee (fill in package amount above or custom form) \$ \_\_\_\_\_.

Travel Charges (fill in agreed upon travel charges) \$ \_\_\_\_\_.

Additional Assignment Fee \_\_\_\_\_ HOURS x \$60.00 \$ \_\_\_\_\_.

Video DVD Presentation (if not included in package) \$ \_\_\_\_\_.

Photo Book (if not included in package) (\$55.00) \$ \_\_\_\_\_.

Storybook Wedding Album (\$350) \$ \_\_\_\_\_.

Any Additional services or products as described in the Special Agreements section \$ \_\_\_\_\_.

**TOTAL DUE** \$ \_\_\_\_\_.

**RETAINER FEE (1/2 Total Due)** \$ \_\_\_\_\_.

**BALANCE DUE ON OR BEFORE THE WEDDING DAY** \$ \_\_\_\_\_.

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between Craig Bybee Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

**RESERVATION:** Receipt and clearance of retainer fee is determined to be a binding contract for the reservation of the date requested.

**PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation either in person or by phone two to three weeks before the event date in order to finalize the actual shooting times, locations, and completion of Wedding Checklist.

The client will be responsible for, or have someone designated, to identify people of whom specific photographs are desired. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photograph(s).

The bride and or groom agree to set aside at least one hour of time that ends 30 minutes before the scheduled start of the ceremony and a 45 minute time frame afterward for photographs that cannot be obtained during the wedding. If the bride's or groom's late arrival prevents a full hour from occurring the photographer shall not be held liable for failure to take desired photographs. If a person or persons who are scheduled to be a part of the wedding event are late or do not show up within the time frames outlined above and those written in this contract, the photographer will not be held liable for failure to take desired photographs of those individuals.

**COOPERATION:** The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Craig Bybee Photography is not responsible if key individual's failure to appear or cooperate during photography sessions or for missed images due to details not revealed to Craig Bybee Photography. Craig Bybee Photography recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer (see above) during the wedding that they wish to have photographed.

**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. CLIENT and Craig Bybee Photography agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time as indicated in writing on the contract.

**HOUSE RULES:** The photographer is limited by the guidelines of ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT'S responsibility; Craig Bybee Photography will offer technical recommendations only.

**FILM and COPYRIGHTS:** *Until final payment* for services rendered is made the photographs produced by Craig Bybee Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Craig Bybee Photography's explicitly written permission. Upon final payment by the CLIENT, *limited* copyright ownership of the resulting images allowed to the CLIENT under the following conditions:

- Digital files and copyrights are based upon the package or products purchased. Not every customer will receive digital files or copyright.

- The negatives and or slides are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.
- Images may be used on personal web sites as long as a copyright notice appears near the images stating that they were taken by Craig Bybee Photography. Craig Bybee Photography is not responsible for misuse or defamation of any digital images, either through the actions of Craig Bybee Photography, the CLIENT or any third party who might acquire images from the internet or any other way.
- The Client must obtain written permission from and compensate Craig Bybee Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

**QUANTITY OF IMAGES TAKEN AND TAKING OF SIMILIAR IMAGES:** In order to ensure that the pictures desired by the couple is recorded and preserved for them, and to lessen the possibility of equipment or photographer error, there are some poses and group shots that will be taken multiple times *and or* with multiple cameras. This is done to ensure that if a person blinks, distractions in the background are not initially seen, hair, clothes or equipment (camera, flash, or some other item) fails to work as expected another image or different camera has also recorded a similar image onto film. This means that there will be multiple similar images delivered to the client and should be expected.

- Group photos will require more images be taken than a couple so as to ensure that a great image is captured
- The larger and longer the wedding event is the more images are taken due to the "insurance" nature of taking multiple images.
- Multiple cameras. When photographs are taken with two different cameras, each one will have a different type of lens on them it. This results in slight perspective changes (wide angle on one camera, telephoto lens on the other for example) and thus also more variety to choose from while performing the "insurance" function at the same time.
- Multiple images with same camera. When this is done, especially on group shots, two or three similar images will occur in a row. Different camera settings is sometimes used to ensure proper exposure which may not always be seen by machine processed prints which "auto" corrects for different exposures. The film has recorded it different but the machine has corrected the film variation which results in similar looking prints. Technically one exposure will be better and can be easily seen when custom printed.
- Due to exposure problems, composition problems, blurriness, unflattering poses, expressions or acts, approximately 20% of all images taken at the wedding might be thrown away.
- The couple should realize that up to 1/3 of the images received could be very similar by using this system to ensure that a good image is recorded.
- **IMPORTANT:** Now days, most people have possession of digital or film cameras. Craig Bybee Photography does not believe in limiting people from taking images. BUT, the Bride and Groom must explain to people that Craig Bybee Photography is the primary photographer of the event and the taking of photos, especially flash photos during times when Craig Bybee Photography is setting up posed shots are forbidden until the completion of our photography. Craig Bybee Photography believes that it is important that other photographers ask permission to take their photos from posed shots set up by Craig Bybee Photography in order to insure that our shots are completed.

- **IMPORTANT:** Craig Bybee Photography will not be held liable for ruined shots due to attendees or any photographer other than those of Craig Bybee Photography. Craig Bybee Photography will not wait for other photographers to complete their shots, nor be held liable for missed schedules due to other photographers, as a schedule and a timeframe have been introduced that allows us to be successful in getting the shots the bride and groom desire.

**EXHIBITION:** CLIENT grants Craig Bybee Photography permission to display selected images at locations and on the internet resulting from this assignment as an example of Craig Bybee Photography work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

**MODEL RELEASE.** The CLIENT hereby grants to Craig Bybee Photography and its legal representatives and assigns, 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 and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Craig Bybee Photography and its legal representatives and assigns from all claims and liability relating to said photographs, including third-party misuse of digital images.

**LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Craig Bybee Photography will make every effort to secure a replacement photographer. If the 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. Craig Bybee Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event photographs become lost, stolen, or destroyed for reasons within or beyond Craig Bybee Photography's control, Craig Bybee Photography's liability is limited to the return of all payments received for the event package. 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 images in the purchased package.

**Retainer Fees:** In the event of cancellation, the retainer fee paid is **non-refundable after 120 days from the wedding date.** It shall be liquidated damages to Craig Bybee Photography in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment to Craig Bybee Photography for any special materials charges incurred up to time of cancellation.

**COMPLETION SCHEDULE:** Print processing can take up to 90 days. CD creation from the resulting images may take an additional two weeks. All efforts will be made to follow the schedule described in this contract. All Wedding Packages will be delivered no later than 90 days from the date ALL CLIENT CHOICES, DECISIONS AND APPROVALS HAVE BEEN COMPLETED AND DELIVERED IN WRITING, EMAIL OR FAX. If client(s) fail to make all choices within 6 months of the wedding date, Craig Bybee Photography will make all unfinished choices and complete all products.

**PAYMENTS:** CLIENT agrees to timely payment. Full payment is due on/or before the date of the Wedding. Delivery of any products is contingent upon receipt of final payment. Delivery of products will not take place until bank clears payment of deposited check. **Returned Check Policy:** CLIENT agrees to pay an additional \$35.00 Returned Check Fee for each instance a check is returned for any reason. Craig Bybee Photography will not process or permit viewing of any images prior to obtaining payment in full.

Craig Bybee: \_\_\_\_\_ Date: \_\_\_\_\_

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