



BRIDE FULL NAME: \_\_\_\_\_

GROOM FULL NAME: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_

EVENT LOCATION: \_\_\_\_\_

PACKAGE DETAILS: \_\_\_\_\_

PACKAGE PRICE: \_\_\_\_\_

This agreement is made between the Client, whose name and contact information are listed above and **RProPhoto**. Coverage is scheduled for \_\_\_\_\_. All photographs will be shot in digital format. Digital photos will be made available on a private online gallery available for download. Wedding photos will be delivered as high resolution JPEG files in an online gallery. The online gallery will be ready within **3 months maximum** after the wedding.

**Fees:**

The fee for wedding day coverage including \_\_\_\_\_ is \$ \_\_\_\_\_ (in addition to \$ \_\_\_\_\_ for **Racheal Provencher (AND \_\_\_\_\_)**). This includes a wedding online gallery, digital processing of the camera RAW files and all density and color corrected high-resolution images in JPEG format, and printing rights. This contract grants printing right to client **for personal use only**. Additional hours of photography are available for \$**150**/hour, which is due to the lead photographer prior to exit at the end of the wedding by either personal check, venmo, or cash. At least two weeks prior to the wedding, clients must finalize with the photographer a schedule of hours, location(s), and other important details via email.

- 1. Retainer and Payment.** Upon your signature **RProPhoto** will reserve the time and date agreed upon and will not make other reservations for that time and

date. The Client shall make a non-refundable retainer of **25% of amount agreed upon** to the Photographer to perform the services specified herein. Upon payment, Photographer will reserve the time and date agreed upon by both parties exclusively for you. The full amount of \_\_\_\_\_ + any agreed upon additional travel fees (**IF APPLICABLE**) must be paid at least **30 days** prior to the date of event. A **\$150 late** fee will apply each day the payment has not been made in full after this deadline passes. No services will be made until full payment is made. No photos shall be released until full payment is made. Please make checks payable to **Racheal Provencher**.

- 2. Cancellation.** If Client requests to amend or cancel this agreement they must send me an email addressing the reasoning behind the cancellation at least **3 months** before the wedding date. The retainer shall be applied to a mutually agreed upon reschedule date with an applied **\$500** rescheduling fee. If Client cancels this agreement, or fails to show, at least **3 months** prior to the date of the event, all payments made to **RProPhoto** shall be forfeited. Client Understands and agrees that Racheal Provencher will not book other sessions or weddings during this time. In the event that Client cancels the wedding or fails to attend the Session Date, for any reason, Photographer shall suffer losses that are difficult to ascertain. Retainer will NOT be refunded due to client's error.
- 3. Rescheduling/Late Arrivals.** In the event that the Client requests to reschedule their wedding, the retainer shall be applied to a rescheduled session if notice is given at least **3 months** prior to scheduled event. A **\$500** rescheduling fee will apply. Reschedule must be within same calendar year **2018**. If the wedding or session is not scheduled within the same calendar year, a new retainer will be required and any changes in pricing corresponding with the new year will be applied to the new wedding day package, and expected to be paid by the client. Any Client that is late arriving to the scheduled amount of coverage will have the amount of time allotted for session.
- 4. Artistic Rights.** The Photographer retains the right of discretion in selecting the photographic materials released to the client.
- 5. Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs. And previews, shall be the exclusive property of the Photographer. The Photographer shall make a gallery available through an online gallery proofing website. This gallery shall be available to the Client within

**3 months maximum** of the wedding. When the online gallery is delivered, it shall remain open for **365** days from delivery date. Request for additional photographs or changes to images shall be made within **3 months** following delivery of the online gallery. If the Client requests to extend the time or reopen the gallery a **\$100 gallery reopening fee** shall apply. Be advised that RAW files may be destroyed at any time after the online gallery has closed. NO RAW IMAGES WILL BE GIVEN TO THE CLIENT, NO EXCEPTIONS.

- 6. Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or studio. If the Photographer desired to make other uses, the Photographer shall not do so without first obtaining written permission of the Client, it is understood that any duplication or alteration of original images is strictly prohibited {Copyright Law Title 17, Appendix V. Additional provisions of the Digital Millennium Copyright Act 2005, Section 102} without the written permission of the Photographer.
- 7. Client's Usage.** The Client Shall only use the prints, including digital files in accordance with the permissions within this agreement. Printing rights are granted. The Client's prints are for personal use only and shall not be submitted into contests, reproduced for commercial use or authorize any reproductions by parties other than the Photographer. No client is permitted to using their images to profit on. No prints may be produced and then sold for profit unless further consent and agreement is made between **RProPhoto** and the client. The Client must act in accordance with this release.
- 8. Social Media.** The Client may share blog post links, Instagram posts, and Facebook albums through use of the share functions and dissemination of direct links or in any other fashion the photographer provides. Client shall not copy, screenshot, or capture the photographs in any other fashion (Ex. Saving or screenshotting on Facebook/Instagram)/ Client must credit/tag **RProPhoto** in any posts or shares of their own.
- 9. Capturing Desired Photographs.** The Client(s) will be responsible for designating an Event Guide, if desired. The role of the Event Guide is to identify people/objects of whom/which specific photographs are desired, as well as to

make certain that these subjects are available when needed. It is recommended that the client(s) develop a list of desired poses, locations, and subjects (family and friends; items; etc.) and share this with the photographer 2 weeks before the wedding if desired. The photographer will NOT be held accountable for not capturing desired photographs if there is no one to assist in identifying or gathering people/items/locations for the photograph(s)/ The Parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. **RProPhoto** is not responsible for key individuals' failure to be present or to cooperate during photographer session, neither for missed images due to details not revealed to **RProPhoto**.

**10. Sole Photographer.** It is understood that **RProPhoto** will act as the sole and exclusive wedding photographer. **RProPhoto** will act as the sole and exclusive wedding photographer. **RProPhoto** reserves the right to bring one assistant at their discretion. Since flashes from guests' cameras and guests blocking ceremony shots may ruin shots taken by **RProPhoto**, the client(s) acknowledge(s) that they are responsible for notifying their guests that guest photography shall be limited and not at the expense of the professional photographer's work.

**11. Failure to Perform.** If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, unsafe environment, threat, act of God or causes beyond the control of the Photographer, the Photographer will not be held liable for missing scheduled session coverage. Photographer will arrive to the wedding at the best of their abilities. If coverage photographic services cannot be fulfilled by **Racheal Provencher** or a replacement chosen at the discretion of the Photographer, Photographer shall return the retainer to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing or otherwise lost or damaged without fault of the Photographer, liability shall be limited. The limit of liability shall not exceed the contract price stated herein. **RProPhoto** 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 **RProPhoto**'s control.

**12. Substitute Photographer.** The Photographer reserves the right to substitute with another photographer in the case of failure to perform as stated above. The

substitute photographer is chosen at the discretion of the Photographer and does not constitute a breach of this agreement. The Photographer warrants the substitute photographer to be of comparable quality and professionalism.

**13. Photographer's Standard Price List.** The charges in this agreement are based on the 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.

**14. Limitation of Complaint.** Client will have seven (7) days after gallery delivery to make Company aware of any issue, discrepancy, technical problem or any other complaint regarding photos, their quality and contents, or anything relating to wedding day coverage. After this seven (7) day term has expired, Company will no longer be liable to Client for any corrections, damages, refunds, re-edits or re-shoots. Re-edits after this term may be made if deemed appropriate by Company, but the hourly fee of \$200.00 for retouching will be billed with a minimum one hour required.

**15. Indemnification.** The Photographer Shall be held harmless for any and all industry to client during the course of the photography session and the immediately surrounding events.

**16. Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.

To confirm your booking and acknowledge acceptance of this contract, please sign, date, and return with the retainer to **RProPhoto**. It is recommended you print a copy for your records.

**RProPhoto**

**Racheal Provencher**

**128 Brooksvillage Rd. Templeton Ma 01468**

**978-895-2086**

CLIENT 1 SIGNATURE: \_\_\_\_\_

CLIENT 2 SIGNATURE: \_\_\_\_\_

ENTER YOUR BUSINESS NAME HERE: **RProPhoto**