

**ASHLEY RAY PHOTOGRAPHY CONTRACT:
Darling, I do**

ASHLEY RAY PHOTOGRAPHY CONTRACT

Photographer:

Ashley Ray Photography, LLC
11640 Stemple Rd.
Ada, Ohio 45810

Client:

Name: _____

Address: _____

Ceremony:

Date: _____

Venue: _____

Address: _____

Reception:

Date: _____

Venue: _____

Address: _____

Darling, I do includes:

Coverage

6 hours of wedding coverage
300-450 high-res final image files
Digital delivery Print release

Prearranged modifications (if applicable): _____

Total Contract Price: \$_____ (\$1,500.00 if no prearranged modifications apply)

Wedding Contract

This Contract is between the Client, whose name and address is listed above, and **ASHLEY RAY PHOTOGRAPHY**

1. **Retainer and Payments.** The Client shall make a non-refundable retainer in the amount of \$500.00 for the Photographer to perform the services specified herein. Upon payment, the Photographer will reserve the time and date agreed upon by both parties. The Client agrees that this retainer is earned by the Photographer when paid, and is remitted in consideration of the experience, reputation, skill of the Photographer, and in consideration of the inability of the Photographer to schedule other clients during this time.

Remaining balances shall be paid no later than fourteen (14) business days prior to the wedding date listed herein. Failure to pay in full fourteen (14) business days prior to the wedding date shall result in forfeiture of all monies paid and cancellation of this Contract.

2. **Pre-Wedding Consultation.** The Client agrees to a pre-wedding consultation. During the consultation meeting, the Photographer and the Client shall finalize the schedule, locations, and the Client's particular requests.
3. **Cancellation.** If for any reason the Client cancels this Contract prior to or on the wedding date, the Photographer shall be entitled to retain the retainer and any monies paid prior to the date of cancellation. All cancellations must be made in writing and signed by all contracted parties. If the Client fails to supply written cancellation or cancels within ninety (90) days of the contracted date, the Client shall be required to pay the full balance of this Contract.
4. **Rescheduling.** If, for any reason, the Client reschedules the wedding at least fifty two (52) weeks prior to the wedding date, and such rescheduling is confirmed in writing to the Photographer, the retainer may, at the Photographer's sole discretion, be applied to the new date. A new Contract will be required to reflect the changes. In the event the reschedule occurs within 9 months of the original wedding date, the Client shall be required to remit a new retainer in the amount of \$500.00.
5. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. All orders must be placed within the outlined schedules within this Contract. No products, including digital files, will be released until the agreed upon amount is paid in full per the payment schedule outlined in this Contract.

The Photographer shall make gallery proofs available through an online gallery proofing website. These proofs shall be available to the Client within 6 weeks of the photographic event. If an online proofing gallery delivered, it shall remain open for 90 days from delivery. If the Client requests to extend the time or reopen the online proofing gallery, a \$50.00 un-archival fee shall apply.

6. **Artistic Rights.** The Photographer retains the right of discretion in selecting the photographic materials released to the Client. The Client shall receive a gallery of 400-750 photographs to select from and shall not receive any photographic materials not presented to the Client. The Photographer also retains the right to make adjustments to the photographs in post-processing as the Photographer deems within their creative control. Additional processing may be requested for \$20.00 per file.
7. **Copyright and Reproductions.** The Photographer shall retain copyright ownership of all works created in the course of this Contract, including but not limited to all images in their original and processed formats. 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. Alterations include, but are not limited to, application of filters, cropping, or modifications of any kind.

The Photographer **DOES** provide the Client permission to resize photographs for Internet-based usage.

8. **Client Usage.** The Client shall only use the photographic prints, including digital files, in accordance with the permissions within this Contract. The Client's prints are for personal use only and shall not be submitted to contests or reproduced for commercial use. The Client shall not make, or provide authorization to a third-party to make, reproductions of works resulting from this Contract without express permission of the Photographer. Additional prints and/or digital files may be purchased between third-parties and the Photographer with the permission of the Client. Accordingly, if the Photographer provides a digital file print release, the Client must act in accordance with the release.
9. **Social Media.** The Client may share web/blog post links and social media albums through use of the share functions and dissemination of direct links. The Client shall not copy, download, screen shot, or capture the photographs in any other fashion. The Client shall identify "**ASHLEY RAY PHOTOGRAPHY**" when uploading to social media websites and profiles.
10. **Safe Working Environment.** The Client agrees to undertake the best efforts to ensure that guests and attendees at the wedding treat the Photographer and the Photographer's staff with respect and dignity and that the Photographer is provided with a safe working environment. The Photographer retains the right to cancel the remainder of any photography session in the event guests and/or attendees of the wedding commit any instances of sexual harassment, violence, threats, or other

similar behavior that would lead a reasonable person to feel unsafe in such an environment. In the event of such cancellation the Client shall not be entitled to any refund.

11. **Cooperation of Client and Guests.** The Client will cooperate with the Photographer and defer to the Photographer's professional judgment related to setting, poses, picture grouping, and other matters of artistic discretion. The Photographer retains the absolute right to refuse to photograph any situation, pose, or grouping that would interfere with the Photographer's artistic discretion. The Client will utilize best efforts to ensure that guests and attendees cooperate with the Photographer.
12. **Exclusive Photographer and Videographer.** The Photographer and the Photographer's team shall be the sole Photographers and Videographers for coverage of the event. Videographers and photo booth operators shall be excluded from this provision if no videography or photo luxe services are included in the Client's photography collection.
13. **Failure to Perform.** If the Photographer is unable to perform this Contract due to illness, emergency, fire, casualty, strike, act of God or causes beyond the control of the Photographer, the Photographer and the Client shall make every attempt to reschedule the session. If a reschedule is unable to be agreed upon, the 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 the equipment operation and image processing, or photographic materials are otherwise lost or damaged without fault of the Photographer, liability shall be limited.
14. **Substitute Photographer.** The Photographer reserves the right to substitute with another photographer. The substitute photographer shall be chosen at the sole discretion of the Photographer and such substitution shall not constitute a breach of this Contract. The Photographer warrants the substitute photographer to be of comparable quality and professionalism.
15. **Photographer's Standard Price List.** The charges in this Contract 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.
16. **Meals and Breaks.** A guest meal is required for every member of the Photographer's team for coverage that lasts more than 5 hours. A 30-minute break is required for every member of the Photographer's team for coverage that lasts more than 8 hours.

17. **Venue Guidelines.** The Photographer is bound to guidelines and policies of venue officials or management. The Client agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for modification of guidelines and/or policies is the Client's responsibility. Any additional permits or fees required by the venue or local jurisdiction shall be the responsibility of the Client.
18. **Completion Schedule of Products.** Completion schedules and delivery of products shall be determined from the date of final approval by the Client. Third-party manufacturing laboratories are utilized for products and may provide restrictions on an order not outlined in this Contract. The Photographer shall not be held responsible for delivery delays due to the fault of manufacturing and/or delivery services.
- Prints shall take 2 weeks from time of print order to be processed and delivered to the Client.
 - Albums shall take 6 weeks from date of final design approval by the Client to be received by the Photographer.
19. **Travel & Lodging.** Travel and lodging are not included in the price listed herein. The photographer shall make the travel/lodging arrangements and shall invoice the Client. If lodging is needed (at the discretion of the Photographer), a minimum of a 2- night stay and an additional night stay for additionally scheduled sessions (such as Wedding Contract rehearsals, after sessions, etc.) will be required. The invoice for travel shall be paid within thirty (30) days of receipt of invoice. Failure to remit payment shall constitute a breach of this Contract by the Client.
20. **Communication.** Both Parties shall make reasonable efforts to ensure adequate contact and respond to all communications in a timely manner including during any travel.
21. **Arbitration.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration, administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, administered by a licensed Arbitrator in the jurisdiction closest to the Photographer's office and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$1,000. In no event shall an award in an arbitration initiated under this clause exceed the contracted price of the controversy in dispute.

Wedding Contract

22. **Indemnification.** The Photographer shall be held harmless for any and all injury to the Client and the Client's property during the course of the photography session and the immediately surrounding events.
23. **Miscellany.** This Contract incorporates the entire understanding of the parties. Any modifications of this Contract 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 Contract. This Contract shall be governed by the laws of the State of Ohio.
24. **Attorney's Fees.** If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.
25. **Construction.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

Photographer's Signature:

Client's Signature:

Date

Date