

Samantha Harter Photography
Wedding Photography Contract

This AGREEMENT is entered into as of this _____ day of _____,
20____ between:

(a) Samantha Harter Photography, 205 Turtleback Court, Rising Sun, Maryland 21911
(hereinafter referred to as the "Photographer"); and

(b) _____ and _____ (hereinafter referred to
collectively as the "Clients").

Clients' event will take place on: _____, 20__ from _____
a.m./p.m. to _____ a.m./p.m. at:

Wedding venue: _____

Reception venue: _____

Any increase in the length or duration of the Event will result in an additional charge of
\$_____ per hour.

WHEREAS, the parties hereto desire to enter into this Agreement for Wedding
Photography Services on the terms and conditions contained herein. This contract governs all
agreements, rights and obligations between Photographer and Clients with respect to the
creation of certain images.

For good and valuable consideration, the parties hereto agree as follows:

1. Description.

The Photographer agrees to create the images in accordance with the following
specifications:

a. **Project Title and Description of Images.**

_____ and _____ Wedding Photos;

b. **Date of Event.**

c. **Locations of Event.**

Wedding Venue: _____

Reception Venue: _____

d. **Base Service.**

Photographer agrees to provide photography of Event on the above listed day only. All photography services will be performed and provided at the sole artistic discretion of the Photographer. Clients acknowledge that Photographer's primary photographer, Samantha Harter, is a "photojournalistic" photographer and adheres to said style. No Shots throughout the day are guaranteed (including but not limited to formals, first kiss, bouquet toss, family, etc.) Photographer will also exercise its sole discretion when enough images have been captured.

The Photographer is not responsible for loss of, or interference with the photography due to restrictions on the location, including but not limited to, interference from surrounding devices, access limitations and restrictions, and the like.

2. Fee and Payment.

a. **Fees.**

Client agrees to the following non-refundable fee:

Base Service	\$ _____	Tax: _____
Additional Costs:	\$ _____	Tax: _____
	\$ _____	Tax: _____
	\$ _____	Tax: _____

Total Amount: \$ _____

The Base Fee is only for the photography services set forth in Paragraph 1 above.

Photographer is not obligated to provide any other services, unless specifically set forth as an Additional Service. The following Additional Services at the agreed upon Additional Costs are hereby agreed upon:

_____ Cost: \$ _____

_____ Cost: \$ _____

b. Payment terms.

Client agrees to pay a non-refundable deposit of Fifty percent (50%) of the Total Amount shown above plus the cost of any additional services listed above at the signing of the contract (\$200.00 minimum).

Full final payment is due three (3) months before the wedding: _____, 20_____. If this Contract is entered into less than three (3) month before the wedding then payment in full is required at the time of signing of the contract.

c. Forms of Payment.

Payment can be made by cash, personal checks and PayPal. Please make all checks payable to Samantha Harter Photography.

d. Refunds.

In the event of a Termination of this Agreement by Clients, the Clients agree that all deposits and fees already paid to the Photographer as of the date the notice of termination received by the Photographer will not be refunded. Clients understand, acknowledge and agree that Photographer's services are in demand and that substantial effort, planning and reservation of time, as well as the declining of other contracts and/or engagements, may and/or will result from entering into this agreement, and thus precise loss or damage from termination of this contract may not be ascertainable and/or predictable, and thus the deposit will not be refunded due to termination or cancellation of the event for any reason. No refund will be provided even if the wedding is cancelled or the date changed. Upon signature and receipt of the deposit, the Photographer reserves the time and date agreed upon for your Wedding.

e. Failure to Pay.

Failure of the Clients to pay the Full Final Payment on or before the date listed above shall constitute Termination. If final payment is not received on or before the date listed above, Photographer will not attend, and shall not be expected to attend the Wedding.

f. Returned Checks.

A fifty dollar (\$50.00) return check fee will be charged for any returned bank checks.

g. Termination.

Termination by the Clients shall be in writing and sent by Certified mail to the Photographer.

3. Expenses

Clients agree to reimburse the Photographer for all reasonable expenses incurred in performing this Agreement, within thirty (30) days of Photographer's request, provided that such expenses shall be itemized and supported by invoices. Clients are responsible for all out-of-pocket expenses such as parking, entry, toll and other expenses directly related to the photographic assignment.

4. Additional Custom Orders.

Additional custom orders (e.g. reprints, enlargements, albums, photoshopping) must be paid for in full at the time of the order. If additional hours are worked, products will not be delivered until payment for those products is received in full. A fifty dollar (\$50.00) returned check fee will be charged for any returned bank checks. If Client fails, or refuses payment or delivery by the terms set forth, Photographer shall charge the Clients a service fee of fifty dollars (\$50.00) plus two percent (2%) interest per month.

5. Post Production Costs.

Requests for changes to the final images, which must be set out and agreed upon in writing, will be subject to an editing surcharge of \$_____ per hour.

6. Permissions to Photograph.

It is the sole responsibility of the Clients to secure permission of the church, synagogue or other venue of the wedding and reception for the Photographer to photograph the event. The Clients shall insure the placement of the bridal party, officiate(s) and altar decorations so as to not obscure the view of the bride and groom. The Photographer will attempt to abide by the rules of the church/synagogue in regards to camera placement at the ceremony. Many cities, counties, state agencies and private venues/businesses are charged a photography permit fee. Clients are responsible for the payment of all such fees. In the event Clients fail or refuse to pay in full any such permit fees despite having been informed by the Photographer that such fee is required and/or has been assessed, Clients are responsible for fee plus any and all related costs or fines if applicable.

7. Final Photo Product.

The Photographer makes no guarantee, either expressed or implied, in regard to the quality of the images, because they are subjective and in addition, may be influenced by many factors beyond the control of the Photographer, especially during live or unstaged events such as weddings. It is also understood that Clients are hiring the Photographer for its technical and artistic expertise and, therefore, the Photographer reserves the right to edit the images as it sees fit. The Photographer does not guarantee that everyone involved in the event will be photographed or will be included in the final images. Clients are aware that colors in photography may fade or discolor over time due to the inherent qualities of dyes, and it is recommended to place the photo and album in a dry, cool, shaded area and never in direct sunlight in order to maximize the archive life. Clients are aware that digital files may be corrupted due to inherent media deficiencies and random interference.

8. Copyrights.

All photographs produced by the Photographer are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the photographer's explicit written permission. The photographer is allowed to use images taken under this contract for self promotion, including but not limited to: website advertising, print advertising, sample albums and packages, photography contests, and art displays.

9. Grant of Rights.

Upon final payment by the Client, Photographer will license the Client to print images and use said images for personal use under the following six (6) conditions:

1. The digital images and/or prints are the property of the Client for personal use and for the purposes of reproduction and giving photographs to friends and relatives.
2. Copy right notice in the name of Photographer, Samantha Harter Photography, shall accompany the Images when reproduced for digital medium. (i.e. © Photo by Samantha Harter Photography).
3. Raw Images shall not be published or reproduced in any way shape or form.
4. Clients shall not retouch and shall not have any other person or entitle retouch the Images.
5. The Client must obtain written permission from and compensate Samantha Harter prior to the Client or its friends and relatives publishing or selling the photographs for profit.

6. All originals, whether negatives or digital, remain the sole property of the Photographer. In the event that digital negatives are provided the Photographer still retains copyrights on those photographs.

Electronic rights granted shall be subject to the usage restrictions shown above. If clients are obtaining a print or digital image for newspaper announcement of the wedding, the Photographer at its discretion may authorize Clients to reproduce the print in the above manner.

10. Exclusive Photographer.

The Photographer entering into this agreement shall be the exclusive photographer retained by the Clients for the purpose of photographing the wedding and other contracted events. Family and friends of the Clients shall be permitted to photograph the wedding as long as they shall not interfere (e.g. standing in front of or behind Photographer) with the Photographer's duties and do not photograph poses arranged by the Photographer. Clients acknowledge and agree that the appearance and/or participation by any other photographer will result in the termination of the Agreement and Photographer's immediate departure from the Event, with no further obligation on the part of the Photographer to perform, and no refund will be provided. Photographer acknowledges and agrees that upon Clients' request and notice, a Videographer may appear and participate, but Clients acknowledge and agree that Photographer shall be provided location priority and shot priority over any videographer.

11. Wedding Coordinator/Planner.

Due to the nature of a typical wedding day and varieties of events taking place in several locations, Photographer will frequently move, change and/or secure its equipment throughout the day. It is likely that the photographer will not be in the proximity of the couple at most times, and therefore, will not be aware of what is about to take place. It is the responsibility of the wedding coordinator/planner or other designated person to inform the photographer when the next major event is about to take place (e.g. starting of ceremony, first dance, cake cutting, toss of bouquet- no such shots are guaranteed) In addition, coordinator/planner/designated person shall be responsible for organizing and tracking all posed photos that are desired. The photographer is there to take photos of all grounds in front of her but cannot be responsible in organizing and tracking all of the groups.

12. Event Food Service.

It is Clients' option to provide the Photographer and assistant(s) with a meal for events of four (4) hours or longer. If no meal is provided, it is understood that the photographer and its assistant(s) will leave the event for one hour, without notice or request, to purchase a meal. The Photographer is not responsible for any photos that may be missed during this time period. If a meal is provided to the Photographer and assistant(s) this meal shall be served at the same time that the bridal party is served with their meal.

13. Photographer Substitution.

The Photographer, at its discretion, may substitute another photographer to take the photographs and/or perform post production work in the event of unforeseen or unexpected issues, including but not limited to Photographer's illness, hardship, family or personal emergency or scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional. Photographer shall not be obligated to provide proof of any illness, hardship, family or personal emergency or scheduling conflicts.

14. No Third Party Beneficiaries.

This agreement does not create rights in favor of any other person, including but not limited to any Payor. Images will only be provided to Clients.

15. Waiver of Claims by Clients/Photographers' Disclaimer of Liability.

CLIENTS UNDERSTAND THE UNPREDICTABLE AND NON-POSED NATURE OF PHOTJOURNALISM AND ASSUMES ALL RESK OF SAME, AND FURTHER AGREES TO WAIVE ANY AND ALL RIGHTS TO ANY CLAIMS, DEMANDS, CIVIL ACTIONS AND/OR LAWSUITS, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF ANY ALLEGATIONS OF NEGLIGENCE, BREACH, INFLICTION OF EMOTIONAL DISTRESS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY CLAIMS ALLEGING MISSED OR LOST PHOTGRAPHS AND/OR OPPORTUNITIIES.

Under no circumstances will Photographer, its agents, contractors, and staff, employees and/or third party associates be liable to Clients or any other persons or entities for any loss, damages, claims, injuries or any other claims. Clients hereby expressly and irrevocably waive and forever relinquish all rights to make any claims against Photographer, including but not limited as set forth in the preceding paragraph, and including but not limited to any and all claims arising from or relating to lateness, accident, neglect, error, loss of materials, damage to materials, damage from processing, camera malfunction, materials lost in the mail, fire, casualty or otherwise

lost or damaged, act of god, equipment problems or other failures. This waiver applies to Photographer's services and goods, including the Images. Clients shall be responsible for all costs and expenses incurred by Photographer, including but not limited to Photographer's attorney's fees, if any such claim is asserted, demand made, civil action instituted or lawsuit filed. Photographer disclaims any and all liability to Clients; however, should any loss or damage be proven by Clients to have been sustained due to Photographer's gross negligence, recklessness and/or intentional act or omission, then the Photographer's liability is limited to the lesser of Clients' economic damages or the return of all payments received from the Client under this Agreement.

16. Indemnity.

The Photographer represents that it is the sole creator of the Images and owns all rights granted under this Agreement, that the Images are an original creation (except for materials obtained with the written permission of others or materials from the public domain), that the Images do not infringe any other person's copyrights or right of literary property, nor do they violate the rights of privacy, or libel, of other persons. The Client agrees to indemnify and hold harmless the Photographer against any claims, judgments, court costs, attorney's fees and other expenses arising from any alleged or actual breach.

17. Venue.

Any legal action related to any dispute between Clients and Photographer, including any matters arising under this Agreement and/or related to Photographer's services or Images shall be brought only in Cecil County, Maryland.

18. Assignment.

Photographer shall have the right to assign monies due to it under the terms of this Agreement, but shall not make any other assignments hereunder.

19. Termination/No Negative Feedback/Injunction Relief

Photographer may terminate this Agreement at any time for cause, which includes but is not limited to any breach or failure to perform by Clients, any artistic differences, harassment, threats, sexual harassment, abuse, verbal abuse, failure to pay, an unsafe working environment, misbehavior, internet or email abuse and/or risk to Photographer, its staff and/or associates, and/or risk of damage and/or damage to Photographer's equipment. The Agreement obligation of the parties pursuant to

Paragraphs 8,9,15,16,17 and 18 shall survive termination of this Agreement. Clients will not be entitled to any refund upon such termination.

Clients agree that negative feedback will not be submitted, written, published or otherwise left on any public or private forums. If this promise is violated by Clients, Clients acknowledge that the damage caused thereby may not be ascertainable and this Clients acknowledge and agree that they shall be liable and shall pay damages no less than \$7,500.00 and shall immediately remove any and all negative feedback, and in no case, not longer than 24 hours from the Photographer's request for removal.

Clients acknowledge that the above terms of this Agreement are reasonably necessary to protect the legitimate interests of Photographer, and that breach of any of these terms may render irreparable harm to Photographer, and that a remedy at law for breach of the Agreement may be inadequate, and that Photographer may therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, in addition to any other remedy that may be available under any applicable law or agreement between these parties.

20. Miscellaneous.

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions and understandings with respect to the subject of this Agreement, whether written or oral. Its terms can be modified only by an instrument in writing signed by both parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a waiver of any other breach of the same or other provisions hereof. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, assigns, and personal representatives. This Agreement shall be governed by the laws of the State of Maryland. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions. The parties further agree that in the event that ambiguity or question of intent or interpretation arises,, or in the event of any dispute with respect to the provisions hereof, this contract shall be construed as if drafted jointly by all of the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of any of the provisions herein.

21. Definitions.

- a. Images means the Photographer's finished and edited photographs of the Event, but does not include raw materials.

- b. Editing is the processing of the Images in digital format (not film), at the sole discretion of the Photographer. Editing includes minor color adjustments and minor skin retouching, it does not include “photoshopping,” such as weight loss.
- c. Electronic rights are rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, DV media, computer databases, and network servers.

CLIENT:

GROOM:

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

BRIDE:

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

PHOTOGRAPHER:

Samantha Harter Photography
205 Turtleback Court
Rising Sun, MD 21911

Signature: _____