

# Starlight Professional Photographic Services

Albert B Cain - Photographer

3609 Kim Terrace

Virginia Beach, Virginia 23452-3618

757-486-5016 757-406-3248

[Starlightimage@aol.com](mailto:Starlightimage@aol.com)

## WEDDING PHOTOGRAPHY CONTRACT

Wedding Date and Time: \_\_\_\_\_

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Bride's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

email: \_\_\_\_\_

Groom's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

email: \_\_\_\_\_

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Time Photography Starts: \_\_\_\_\_ Ends: \_\_\_\_\_

Expected number of Guests: \_\_\_\_\_

Other Photography Sessions agreed on: \_\_\_\_\_

Wedding Official and Contact Number: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Wedding Reception Manager and Contact Number: \_\_\_\_\_

\_\_\_\_\_

Bride's Dress-up Location: \_\_\_\_\_

\_\_\_\_\_

Wedding theme: please specify color scheme / traditional / formal / informal / casual etc.

\_\_\_\_\_

Wedding Attire: describe bride, groom and wedding party attire

\_\_\_\_\_

Photography fee agreed on: \$\_\_\_\_\_ (plus applicable expenses as described in the contract).

A deposit of 50% (\$\_\_\_\_\_) is due when this agreement is signed, and the balance

(\$\_\_\_\_\_) is to be paid on the date of delivery of the Wedding Photograph CD/DVD.

Additional Expenses: THE CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT. *Make all checks payable to: Albert B Cain*

THE CLIENT in reference to this document and contract is: \_\_\_\_\_

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

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between Starlight Professional Photographic Services / Albert B Cain, Photographer 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 writing, and providing the document is signed by all the relevant parties.

2. RESERVATION: Upon your signature, Starlight Professional Photographic Services / Albert B Cain, Photographer will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit 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 delivery of the Wedding CD.

3. Wedding CD/DVD Delivery: After the wedding, Starlight Professional Photographic Services / Albert B Cain, Photographer will provide THE CLIENT with a Wedding CD/DVD. This CD/DVD will contain all non-rejected (as determined by the photographer) photographs (in both color and black and white) taken at the event. THE CLIENT should as soon as possible provide Starlight Professional Photographic Services / Albert B Cain, Photographer with a list of desired images to be digitally manipulated (corresponding to the amount of work agreed upon in this contract). The list should specify which images should be in color, black and white, sepia and utilizing special effects and/or image manipulation. Processing of photographs cannot commence prior to Starlight Professional Photographic Services / Albert B Cain, Photographer' receipt of this list. THE CLIENT agrees if the balance is not paid on initial Wedding CD delivery, Starlight Professional Photographic Services / Albert B Cain, Photographer will NOT make a final delivery of selected images, incurring no liability to Starlight Professional Photographic Services / Albert B Cain, Photographer and resulting in loss of Reservation Deposit by THE CLIENT.

4. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeit. Starlight Professional Photographic Services / Albert B Cain, Photographer agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

5. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation (either in person, or by phone or email) before the wedding date in order to finalize the actual shooting times and locations.

6. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which 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 or gathering people for the photograph(s).

7. 90 MINUTE WINDOW: The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, Starlight Professional Photographic Services / Albert B Cain, Photographer shall not be held liable for failure to take desired photographs.

8. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Starlight Professional Photographic Services / Albert B Cain, Photographer is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to Starlight Professional Photographic Services / Albert B Cain, Photographer.

Starlight Professional Photographic Services / Albert B Cain, Photographer recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

9. 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 involved. THE CLIENT and Starlight Professional Photographic Services / Albert B Cain, Photographer agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, Starlight Professional Photographic Services / Albert B Cain, Photographer will not be held liable for any photographs not taken.

10. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; Starlight Professional Photographic Services / Albert B Cain, Photographer will offer technical recommendations only.

11. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Starlight Professional Photographic Services / Albert B Cain, Photographer are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Starlight Professional Photographic Services / Albert B Cain, Photographer' explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

- The negatives and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- THE CLIENT must obtain written permission from, and compensate Starlight Professional Photographic Services / Albert B Cain, Photographer prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

MODEL RELEASE: THE CLIENT hereby assigns and grants Starlight Professional Photographic Services / Albert B Cain, Photographer and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases Starlight Professional Photographic Services / Albert B Cain, Photographer and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Starlight Professional Photographic Services / Albert B Cain, Photographer may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Starlight Professional Photographic Services / Albert B Cain, Photographer.

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Starlight Professional Photographic Services / Albert B Cain, Photographer will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by Starlight Professional Photographic Services / Albert B Cain, Photographer, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer is in session (unless the photographer specifically agrees to allow a temporary open snapshot time). Starlight Professional Photographic Services / Albert B Cain, Photographer suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of Starlight Professional Photographic Services / Albert B Cain, Photographer to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. Starlight Professional Photographic Services / Albert B Cain, Photographer will allow guests to take snapshots during the processional and recessional, during

candid events at the church, and at the altar during the time Starlight Professional Photographic Services / Albert B Cain, Photographer equipment is being packed up. In return for this consideration Starlight Professional Photographic Services / Albert B Cain, Photographer insists no other guest photography take place when or where Starlight Professional Photographic Services / Albert B Cain, Photographer is working. No other guest/photographer using professional equipment will be allowed by Starlight Professional Photographic Services / Albert B Cain, Photographer at any time during the wedding. Starlight Professional Photographic Services / Albert B Cain, Photographer reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the deposit being forfeit.

**GUEST COOPERATION:** THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

Starlight Professional Photographic Services / Albert B Cain, Photographer will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

**15. COMPLETION SCHEDULE:** The image enhancement process can only start once Starlight Professional Photographic Services / Albert B Cain, Photographer receives the order list for the required images. Digital processing takes approximately 2 weeks. Creation of a wedding slide show takes 2-4 weeks.

**16. PAYMENTS:** THE CLIENT agrees that 50% deposit is required at the time of contract acceptance and 100% of the remaining balance is due on THE CLIENTS' receipt of the Wedding CD/DVD.

**17. FINAL DELIVERY:** Starlight Professional Photographic Services / Albert B Cain, Photographer will deliver the images and any additional material once all agreed upon work is completed. Starlight Professional Photographic Services / Albert B Cain, Photographer will also deliver a CD/DVD with the high resolution negatives of all selected images. High Resolution negatives of any additional images ordered will also be provided.

**18. METHOD OF REMUNERATION:** Payment may be made in cash or check. However, if paid by check the final CD/DVD may not be delivered until sufficient time has passed for the check to clear. *All checks must be made payable to: Albert B Cain.*

**PROOF OF PAYMENT TO BE PROVIDED ON REQUEST**

**19. PURCHASE OF DIGITAL NEGATIVES:** If THE CLIENT desires a copy of the additional digital negatives (images not selected for the paid package) in high resolution, these images may be purchased at a specified cost and will be supplied on CD/DVD.

20. **PENALTY FEES & CHARGES:** There is a \$100.00 late payment fee for any payments that are not postmarked or delivered to Starlight Professional Photographic Services / Albert B Cain, Photographer by the required date.

21. **RIGHT OF WITHDRAWAL:** Starlight Professional Photographic Services / Albert B Cain, Photographer' discovery of new information, changes to agreed circumstances, or other factors which tend to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Starlight Professional Photographic Services / Albert B Cain, Photographer initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$100.00 an hour is charged for all photography services already provided and \$50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

22. **LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Starlight Professional Photographic Services / Albert B Cain, Photographer will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar rate. 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 event package.

Starlight Professional Photographic Services / Albert B Cain, Photographer takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond Starlight Professional Photographic Services / Albert B Cain, Photographer control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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 originals.

23. **NON-GUARANTEE:** Although every possible care will be taken to produce photographs of all important and special events during the wedding, Starlight Professional Photographic Services / Albert B Cain, Photographer cannot place an unconditional guarantee on the above. Starlight Professional Photographic Services / Albert B Cain, Photographer 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 Starlight Professional Photographic Services / Albert B Cain, Photographer' control.

24. **PERFORMANCE:** The performance of this contract on behalf of Starlight Professional Photographic Services / Albert B Cain, Photographer shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

25. **SEVERABILITY:** If any provision of this agreement is held to be invalid or unenforceable 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.

26. **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 Starlight Professional Photographic Services / Albert B Cain, Photographer at the time of acceptance of this contract shall be recognized as amendments to this contract.

27. **REPLACEMENT ORDERS:** Replacement of images (or additional agreed upon material such as the video slide show) may be ordered at the following rates:

- Additional CD/DVD (including cover) \$50.00
- Additional CD / DVD Cover \$25.00
- Additional Image Manipulation \$50.00 per hour
- Additional High Resolution Negative \$10.00 Each
- Additional Overtime \$100.00 per hour

Please note that these prices are subject to change without any prior notice.

28. PROFESSIONAL IMAGE MANIPULATION: Starlight Professional Photographic Services / Albert B Cain, Photographer will allow for limited professional image manipulation (if technically possible) on any \_\_\_\_\_ images of THE CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, color correction, special effects, portrait glamorization etc. It is understood that if a technicality prevents Starlight Professional Photographic Services / Albert B Cain, Photographer from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT will reside with the fact that Starlight Professional Photographic Services / Albert B Cain, Photographer has performed to its best ability with regard to the specific task and that Starlight Professional Photographic Services / Albert B Cain, Photographer has no further responsibility towards said image manipulation.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed \_\_\_\_\_ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed \_\_\_\_\_ (Witness)

Signed \_\_\_\_\_ (on behalf of Starlight Professional Photographic Services / Albert B Cain, Photographer)

Date \_\_\_\_\_

Location \_\_\_\_\_