

Josh Gunkler Studios Wedding Photography Contract

Wedding Date: _____

Package Price: _____

_____ (Groom) and _____ (Bride) are referred to as CLIENT or YOU throughout this contract.

ENTIRE AGREEMENT: This agreement contains the entire understanding between JOSH GUNKLER STUDIOS and YOU, 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.

RESERVATION: Upon YOUR signature, JOSH GUNKLER STUDIOS will reserve the date of _____, and will not make other reservations for that date. For this reason, the Reservation Deposit of **\$200** dollars is non-refundable, even if date is changed or wedding cancelled for any reason. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. YOU understand and agree that the entire amount owed for the wedding photography package described in the contract is due according to the schedule described in the Payments section below. YOU will send by mail or prior set up reservation a check, cashier's check, or cash representing the remaining balance due. If payment is made by way of check JOSH GUNKLER STUDIOS will wait for the check to clear the bank and once the funds have been secured JOSH GUNKLER STUDIOS will by way of mail or prior arranged reservation deliver CDs and or DVDs which contain the photographs from YOUR wedding.

PRE-EVENT CONSULTATION OR REHEARSAL ARRAIGNMENTS: The parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times, locations, and YOUR request list (in writing) for specific photographs. YOU 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). YOU agree to set aside a prearranged time for photographs either before or after wedding ceremony. YOU understand that if YOU don't allow enough time for photographs that all desired pictures may not be taken.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within this assignment. JOSH GUNKLER STUDIOS is not responsible if key individual's fail to appear or cooperate during photography sessions or for missed images due to details not revealed to JOSH GUNKLER STUDIOS. JOSH GUNKLER STUDIOS recommends that YOU 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. YOU are responsible for the conduct of YOU & YOUR guests. YOU will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to JOSH GUNKLER STUDIOS. Coordination with other service providers is necessary to complete all the photography as scheduled. YOU should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. JOSH GUNKLER STUDIOS 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 will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If YOU are unable to control the conduct of YOUR guests or if the conduct of any of YOUR guests damages/steals the photographer's equipment, it will result in the early or immediate departure of the photographer. YOU understand that in such an event, no refunds will result.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes YOU have in a manner enjoyed by all parties. YOU and JOSH GUNKLER STUDIOS agree that cheerful cooperation and punctuality are therefore essential to that

purpose. If desired individuals are not available for pictures at the scheduled times JOSH GUNKLER STUDIOS is not held responsible for not taking those desired photographs.

HOUSE RULES: The photographer is limited by the guidelines of ceremony official or reception site management. YOU agree to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is YOUR responsibility; JOSH GUNKLER STUDIOS will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by JOSH GUNKLER STUDIOS are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without JOSH GUNKLER STUDIOS explicitly written permission. YOU must obtain written permission from and compensate JOSH GUNKLER STUDIOS prior to YOU or YOUR friends and relatives publishing or selling the photographs for profit. YOU do have a Limited User Copyright and may print and duplicate photographs or digital negatives for yourself and/or family and friends.

MODEL RELEASE: YOU hereby grant to JOSH GUNKLER STUDIOS and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of YOU or in which YOU 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. YOU hereby release JOSH GUNKLER STUDIOS and its legal representatives and assigns from all claims and liability relating to said photographs.

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that JOSH GUNKLER STUDIOS will be the exclusive and only official wedding photographer. YOU acknowledge that YOU are responsible for notifying all of YOUR guests that during formal pictures guest photography is strongly discouraged. The formal photography time is for the express use of the studio to capture the formal wedding portraits. Because of time constraints and the need for subjects to give full attention to the professional photographer, please do not allow guest photography. JOSH GUNKLER STUDIOS will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar as long as JOSH GUNKLER STUDIOS is not photographing at the same time. Guest photography at the reception will be allowed at any time. In return for this consideration the studio insists no other guest photography take place when or where JOSH GUNKLER STUDIOS is working. If guests or family members are taking photographs when JOSH GUNKLER STUDIOS is working YOU understand that JOSH GUNKLER STUDIOS will not be held responsible for not capturing YOUR desired pictures.

COMPLETION SCHEDULE: YOU understand that the digital photos will be ready between 3-4 months after wedding date. If for any reason completion of digital photos should take longer than the said time frame YOU will be notified with an explanation and a new estimated date of completion.

PAYMENTS: YOU agree that the **\$200** deposit is required at the time of the signing of the contract. Half of the remaining balance is due 3 months in advance of your wedding date and the remaining half is due 2 weeks prior to your wedding date (+tax*). YOU understand that JOSH GUNKLER STUDIOS is not required to deliver digital prints until full payment has been paid and secured. (*Washington State Tax 8.8%: The tax for the whole package will be added to the final payment.)

PENALTY FEES & CHARGES: There is a \$30 charge on checks returned for any reason.

RIGHT OF WITHDRAWAL: The studio's discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non-cooperation; changes of locations, facilities or times available; missed appointments; bad or returned checks, or late payments are examples of contributing factors. Should the studio initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, \$75 an hour is billed for all photography services already provided, and \$20 an hour is billed for all other services, consultations, and all driving time, rounded up to the nearest half-hour. If the studio withdraws -- YOU will not be billed for any services (except if deposit was in form of returned checks).

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergency it could be

necessary to retain a different photographer. JOSH GUNKLER STUDIOS 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. JOSH GUNKLER STUDIOS takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond JOSH GUNKLER STUDIOS control, JOSH GUNKLER STUDIOS 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 originals.

PERFORMANCE: The performance of this contract on behalf of JOSH GUNKLER STUDIOS 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.

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.

Groom's Name: _____

Signature: _____

Date: _____

Bride's Name: _____

Signature: _____

Date: _____
