



nita bread photography
 the art & science of spectacular imagery



Wedding Photography Contract

Name: nita bread photography
 Phone: 02 6768 3311 FAX: 02 6768 3300
 Mobile: 0421 386 004 ABN: 33 471 152 457
 Address: Suite 16 The Atrium Business Centre 345 Peel st Tamworth NSW 2340
 Email Address: nita@nitabreadphotography.com.au
 Photographer: Nita Read

THE WEDDING

Day:
 Date:
 Wedding:
 Time:

THE CLIENT

Bride's Name: Groom's Name:
 Bride's Phone: Groom's Phone:
 Bride's Address:
 Groom's Address:
 Bride's Email: Groom's Email:

THE PHOTOGRAPHY SCHEDULE

Time Photography Session
 Start: Finish:
 Other (agreed on) Photography Session –
 Day: Date: Time:
 Address:
 Event Guide Name:
 Mobile:



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Bride's Dress-up Location:

Address:

Start: Finish:

Groom's Dress-up Location:

Address:

Start: Finish:

WEDDING DETAILS

Wedding Ceremony Location:

Start: Finish:

Address:

Phone: Fax:

Formal Photos / Location:

Start: Finish:

Address:

.....

Wedding Reception Location:

Start: Finish:

Address:

Manager Name:

Phone: Fax:

WEDDING THEME

Photos with Special People:

.....

Photos with Special Things:

.....



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PHOTOGRAPHY PACKAGES

The agreed fee is \$ for a wedding (and associated events) digital photographic package of a minimum of final images provided on professional quality USB stick in an agreed format.

A (non refundable) deposit of \$ is due when this agreement is signed, and the balance of \$ is to be paid on or before the day of the wedding event.

NOTE – Additional Expenses: The Client is responsible for payment of or provision of travel, accommodation, meals, beverages and transport costs

GENERAL TERMS AND CONDITIONS:

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between nita bread Photography and the Client . It supersedes all prior and/or any other verbal or other agreements between the parties. Additions or alterations to this agreement will only be recognised if in writing and signed by both parties.
2. BOOKINGS: Upon receiving written confirmation and the required deposit, nita bread photography will reserve the time/s and date/s agreed upon, and will not make any other reservations for that period. For this reason, the booking deposit is non refundable for any reason what so ever. The booking deposit is to be paid at time of signing the contract. The booking deposit is applied towards the agreed and contracted wedding photography package. The Client understands and agrees that the total amount owed for the wedding photography package described in the contract is due on or before the day of the actual wedding event.
3. 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. In the event nita bread photography are unable to attend the wedding and fulfil their photographic obligations, for whatever reason, all monies paid by the Client will be refunded.
4. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times and locations. This will occur during the Other Photography Session agreed on or at least two (2) weeks prior to the date.
5. EVENT GUIDE: The Client is 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 those people for the required photograph(s).
6. COOPERATION: The parties agree to positive cooperation and communication to achieve the best possible result. nita bread photography is not responsible for key individuals' failure to be present or to cooperate during the photographic sessions or for missed images due to details not revealed to nita bread photography. nita bread photography recommends that the Client designate an "event guide" to point out important individuals to the photographer, whom the Client wishes to include in informal or candid photographs.
7. 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. All parties agree that positive cooperation and punctuality are therefore essential for the shooting process to remain on schedule. Should the ceremony start late due to any reason whatsoever, nita bread photography can not be held liable for any photographs not taken.
8. 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; nita bread photography will offer technical recommendations only.

9. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by nita bread photography are protected by Australian Copyright Law (all rights reserved) and may not be reproduced in any manner without nita bread photography's express written permission. The Client has limited copyright ownership of the resulting images which will be transferred to the Client under the following conditions:

- The digital Images and digital files 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 nita bread photography prior to an event where the Client, the Clients friends or relatives publish or sell the photographs for profit.

10. MODEL RELEASE: The Client hereby assigns and grants nita bread photography 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 same. The Client hereby releases nita bread photography and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that nita bread photography 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 nita bread photography.

11. EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood and agreed that nita bread photography will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may adversely affect shots taken by nita bread photography, the Client acknowledges that they are responsible for notifying all of their guests that guest photography is restricted at any time while the professional photographer is in session. The formal photography time is for the exclusive use of nita bread photography 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. Nita bread photography agrees to guests taking snapshots during the pre and post professional sessions.

12. GUEST COOPERATION: The Client is responsible for the conduct of their guests. The Client or their authorised representative 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 required photography sessions as scheduled. The Client should share the photography schedule with other service providers to ensure no conflict in times. Nita bread photography will not tolerate any verbally or physically abusive behaviour, 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 adversely affect the quality and/or quantity of the photographs taken. Unruly guest behaviour and/or photographic equipment damage will result in the immediate and possible early departure of the photographer. The Client understands that in such an event, no refunds will be granted. The Client will be responsible for the costs of any repair or replacement of any equipment damage.

13. COMPLETION SCHEDULE: The digital editing process can only start post the main wedding event. Digital processing takes approximately 5 to 6 weeks.

14. FINAL DELIVERY: Nita bread photography will provide the Client with two (2) fully formatted USB stick with the agreed compilation of the agreed number of digital images there in within 5 - 6 weeks of the wedding event.

By e-mail • nita@nitabreadphotography.com.au

By snail mail • PO BOX 610, Tamworth, NSW 2340 Australia

By phone • Nita: (61) 0421 386 004 – Bruce: (61) 0421 386 001



Nitabread photography does not provide any printed or hard copy images what so ever.

15. **PAYMENTS:** THE CLIENT agrees that the deposit is required at the time of contract acceptance and 100% of the remaining balance is due on or before the day of the wedding.

16. **METHOD OF PAYMENT:** Payment can be made in cash or via direct deposit prior to the day into the following bank account:

Bank of Queensland (BOQ)
Account Name: Daedalus Marketing Pty Ltd
BSB: 124 176
Account Number: 20879485

17. **RIGHT OF WITHDRAWAL:** Nita bread photography's 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 such factors. In the event nita bread photography withdraws, all payments made to date will be returned, excluding the deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$150.00 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.

18. **LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Nita bread photography 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 tariff. 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.

Nita bread photography 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 clients images being lost, stolen or destroyed for reasons within or beyond nita bread photography's 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.

19. **QUANTITY OF IMAGES TAKEN AND TAKING OF SIMILAR IMAGES:**

In order to ensure that the images desired by the Client are recorded and preserved and to lessen the possibility of equipment or photographer error, some poses and group shots will be taken multiple times and or with multiple cameras. This is done to ensure that if a person blinks, distractions in the background which are not initially seen, hair, clothes or equipment (camera, flash, or some other item) fails to work as expected another image using the same or different camera has also recorded a similar image. This means that there will be multiple similar images delivered to the client. Group photos will require more images be taken so as to ensure that the best possible image is captured.

Multiple cameras: When photographs are taken with multiple different cameras, each one will have a different type of lens on it. This results in slight perspective changes (wide angle on one camera, standard lens, or a telephoto lens on a camera) and thus also more variety to choose from while performing the "insurance" function at the same time.

Multiple images with same camera: When this is done, especially on group shots, two or three similar images will occur in a row. Different camera settings are sometimes used to ensure proper exposure which may not always be noticeable. The Client should expect that up to 25% of the images received could be very similar by using this system to ensure that the best possible image is recorded.



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20. **NON-GUARANTEE:** Although all possible care will be taken to produce images of all important or special moments during the wedding, Nitabread photography cannot place an unconditional guarantee on the above. Nita bread photography cannot be held responsible for any substandard images due to guests' (or any other) flashes or any other cause in or outside of Nitabread Photography's control.

21. **PERFORMANCE:** The performance of this contract is contingent upon acts of God, weather, flood, fire, warfare, government laws or regulations, electrical failure, equipment failure, strikes by suppliers, and/or any conditions beyond its control.

22. **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 all other provisions of the agreement shall remain in full force and effect.

23. **AMENDMENTS:** This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by The Client and Nitabread photography at the time of acceptance of this contract shall be recognised as amendments to this contract.

24. **PROFESSIONAL IMAGE MANIPULATION:** Nitabread photography will allow for limited professional image manipulation (if technically possible) on up to ten (10) images of the photographers choice within the contract price. Digital manipulation of more than the initial ten (10) images will be at the photographers standard rate and is over and above the contract price. This includes opening of individual's eyes, red eye removal, and colour correction, the removal of people and/or objects, insertion of missing people and/or objects, special effects, portrait glamorisation etc. It is understood that if a technicality prevents Nitabread photography from performing requested image manipulation, or if a technicality prevents the final result meeting the Client's requirement the Client acknowledges this fact and that Nitabread photography has performed to the best of it's technical ability and that Nitabread photography has no further responsibility towards said image manipulation and no refund will be offered.

I have read and understood the terms above.

I hereby agree to the terms of this agreement.

Signed for Nita bread photography

Client print name

(print name)

.....

Client signature

Signature

.....

In the presence of:

Witness print name

.....

Witness signature

.....