

Slava Slavik Photography WEDDING PHOTOGRAPHY CONTRACT



ZONER, Inc., dba: Slava Slavik Photography, Phone: 404-323-1153, Fax: 678-317-0963, www.slava-slavik.com

Wedding Date: _____

Wedding Locations: _____

Bride: _____ Home Phone: _____

E-mail: _____ Work Phone: _____

Cell Phone: _____

Address: _____

Groom: _____ Home Phone: _____

E-mail: _____ Work Phone: _____

Cell Phone: _____

Address: _____

Couple's Future Address
To Send Products: _____

Selected package and add-ons: _____

ENTIRE AGREEMENT: This agreement contains the entire understanding between Slava Slavik Photography and 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, Slava Slavik Photography 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 \$400.00 dollars is non-refundable, even if date is changed or wedding cancelled for any reason, including acts of God, fire, strike, and 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. CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due no later than 10 (ten) days before the Wedding Day. CLIENT agrees if the balance is not paid by this time, Slava Slavik Photography will NOT photograph the Wedding Day described on the contract with no liability to Slava Slavik Photography and loss of Reservation Deposit by CLIENT.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (in writing) for specific photographs. The client 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). The bride and or groom agree to set aside at least 30-minutes of time before the ceremony commencement of the wedding and a 45-minute time frame afterward for photographs that cannot be obtained during the wedding including group shots. If the bride or groom's late arrival prevents this 30-minute window from occurring the photographer shall not be held liable for failure to take desired photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Slava Slavik Photography is not responsible if key individual's failure to appear or cooperate during photography sessions or for missed images due to details not revealed to Slava Slavik Photography. Slava Slavik Photography recommends that CLIENT 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.

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. CLIENT and Slava Slavik Photography agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

HOUSE RULES: The photographer is limited by the guidelines of ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT'S responsibility; Slava Slavik Photography will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Slava Slavik Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Slava Slavik Photography explicitly written permission. The CLIENT must obtain written permission from and compensate Slava Slavik Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

MODEL RELEASE: The CLIENT hereby grants to Slava Slavik Photography and its legal representatives and assigns, 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 and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Slava Slavik Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

EXCLUSIVITY: It is understood that Slava Slavik Photography will be the exclusive and only professional wedding photographer.

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 as scheduled. The clients 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. Slava Slavik Photography 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 the CLIENT is unable to control the conduct of their guests 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. We understand that in such an event, no refunds will result.

COMPLETION SCHEDULE: Digital processing takes approximately 2 weeks. Creation of a wedding album 2-3 weeks, production of albums 8-12 weeks, and possibly longer when laboratory and bindery schedules are heavy.

PAYMENTS: CLIENT agrees that \$400 deposit is required at the time of contract and 100% of the remaining balance is due at least 10 days prior to the event date. If the remaining balance is paid by check, it needs to be delivered to Slava Slavik Photography address at least 14 days prior to the event date to allow time for clearing the check.

PURCHASE OF DIGITAL NEGATIVES: All wedding packages of Slava Slavik Photography include one set of final high resolution digital files (negatives), which will be available together with the wedding album or within 3 weeks after the wedding if no wedding album is ordered.

PENALTY FEES & CHARGES: There is a \$50 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, \$100 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 -- the client will not be billed for any services in excess of their deposits (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. Slava Slavik Photography 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. Slava Slavik Photography 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 Slava Slavik Photography control, Slava Slavik Photography 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 Slava Slavik Photography 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.

AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the CLIENT and the studio at the time of this contract's signing shall be recognized as amendments to this contract.

SIGNATURES: By signing of this contract, the photographer and the clients agree to all terms and conditions stated in said contract.

Slava Slavik Photography: _____ Date: _____
(Slava Slavik or Sara Slavik)

CLIENT (Bride): _____ Date: _____

And/or

CLIENT (Groom): _____ Date: _____