

Event Date: _____



PHOTOGRAPHY CONTRACT FOR CHRIS ZACHARY PHOTOGRAPHY
CHRIS@CHRISZACHARY.COM
(910) 200-7737

The package list and/or price list stapled to this contract are integral parts of this document.
The contract terms, agreement, and price list are the only legally binding documents between the parties named herein.

Contracting Parties:

Bride's Name	Groom's Name
Address	Address
City	City
State/Zip	State/Zip
Phone #	Phone #

***Please note any address changes that may occur after the wedding.**

Additional Contact Information: (this information is required in case we are unable to contact you)

Bride's Parents' Name	Groom's Parents' Name
Address	Address
City	City
State/Zip	State/Zip
Phone #	Phone #

Event Information:

Bride's Getting Ready Location	Groom's Getting Ready Location
Address	Address
City/State/Zip	City/State/Zip
Phone #	Phone #
Start/End Times	Start/End Times
Ceremony Venue	Reception Venue
Address	Address
City/State/Zip	City/State/Zip
Phone #	Phone #
Ceremony Start/End Times	Reception Start/End Times

Contact Names & Numbers: (name and number for a cell that will be turned on the day of the event)

Contact Name	Cell #
Alternate Contact Name	Cell #

Package Name:	Total Package Price:
Retainer: (\$300 or 15% of Total Package Price)	
(Please note that your date will NOT be held without the retainer fee)	
Total Due	
(This total is due before or on the event date)	
Retainer Amount: _____	Check #: _____
Final Payment Amount: _____	Check #: _____
Please Make All Checks Payable to Chris Zachary	

This is a contract for personal photography services to be provided by Chris Zachary Photography (CZP). By signing this document you agree to the conditions described below:

CHANGE OF DATE OR VENUE

CZP must be notified immediately of any changes in schedule or location, at least one week prior to the scheduled date of event. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be in writing. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of change of address or contact information (time, etc.) as listed, you must notify CZP.

RETAINER

A retainer fee of \$300 (or 15% of Total Package Price) is required to hold the date of your event. No date is reserved until a retainer is received. The balance of complete package price must be paid prior to the event. If final payment is not received, CZP will not be expected to provide coverage of said event. Additional custom orders (prints, enlargements, albums, etc.) must be paid in full at the time of the order.

CANCELLATION

There shall be NO refund of retainer after 48 hours from the signing of agreement due to the reservation of the photography date. If the event is cancelled within three months of the date, the client shall pay the balance of the contract due to the high probability that CZP will not be able to further book that date. Once a balance is paid, it is NON-REFUNDABLE. Any other arrangements shall be discussed between the client and CZP. All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to inform CZP of the cancellation.

FAILURE TO PERFORM

Due to the limited and subjective nature of the event, CZP cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The photographer is not responsible for lost photo opportunities due to other cameras or flashes, videographers, the lateness of the bride, groom, bridal party, or other principles. CZP is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the locations. It is acknowledged that and shot lists submitted to CZP will be used for organizational purposes only and in no way represents photography that will actually be produced. CZP will do its best to fulfill all requests but can make no guarantees all images will be delivered. Clients are responsible for all location fees and permits.

FORCE MAJEURE

If CZP or its assignees, cannot perform this agreement due to fire, casualty, strike or other civil disturbances, acts of God, including but not limited to, road closures, serve traffic, fire, terrorism or other causes beyond the control of the parties, or due to the photographers illness, then CZP shall return any moneys paid by the client, less expense, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, compact flash card malfunction, lost in the mail, or otherwise the fault on the part of CZP.

COPYRIGHT

Title (possession) of and copyright to all products shall remain with CZP until client has paid in full. All photos are copyrighted. The digital images created by CZP remain the property of CZP. It is illegal to copy, scan, reproduce, or post online in forums elsewhere without the written permission of CZP until paid in full. Violators of this federal law will be subject to its civil and criminal penalties. If you choose to purchase high resolution digital files, you will be provided with a print release form. This form grants you permission by CZP to reproduce the images and make an unlimited number of prints, for personal use only.

EXCLUSIVE PHOTOGRAPHER

CZP shall be the exclusive photographer(s) retained by the client for the purpose of photographing the event. Family and friends of the clients and other wedding vendors shall not interfere with the photographers duties. Guests will be asked to refrain from taking flash photographs at certain intervals of wedding services to ensure proper exposure.

EVENT FOOD SERVICE

A light meal is required for events up to 6 hours for CZP. For events up to 8 hours a full course meal is required. If no meal is provided, it is understood that CZP will leave the event to purchase a meal.

PRODUCT DELIEVERY & PRICE LOCK

Upon notification, the clients must arrange for pickup and delivery of albums, prints and other products within a reasonable time period, not to exceed 30 days after notification. CZP is not responsible for any damage that may be incurred while the proofs and/or other final products are in storage after said 30 days. The terms of this agreement are valid for 6 months after the date of the event. If no correspondence has been received by that date, this agreement will be considered completed in full. CZP cannot be held liable in the event that photographic materials are damaged in the processing, lost/damaged in the mail, or otherwise lost or damaged without fault on the photographer. No money will be reimbursed. All prices are locked in for 6 months. After 6 months, prices are subject to change.

RETURNED CHECKS

Returned checks are subject to a \$50.00 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by CZP in the event that the enforcement of this contract becomes necessary. All legal action shall take place in Wilmington, North Carolina.

CREATIVE LICENSE

Images are edited at the photographer's discretion, and delivered prints may not include all images shot. The photographer reserves the creative right to edit and release only those deemed creditable as professional quality and within the photographer's artistic standards. CZP would assume the client has hired this brand based on the quality and style portrayed in the portfolio and work of CZP.

ALBUM DESIGN

Clients will be asked to approve the albums proofs provided to them by CZP and in some cases, select up to 80-100 images for their album. Based on the number of pages in the album selected in your package, not all images selected will be put in the album. The number of the images put in the album will be between 50-100, and will vary by the design on the album. Clients will have the option to add more pages for an additional charge. Clients are asked to mark all images that **must** appear in the album.

ALBUM DLIEVERY TIME

Album delivery is 5-8 weeks from time images are submitted. Or 1-3 weeks after the album proofs are approved by the client. Due to the fact that printing and production is outside the control of CZP, the client will not hold CZP responsible for late or delayed albums.

SUBSTITUTION

In the event of illness or sudden event out of the control of both parties, CZP will attempt to substitute a photographer at no cost to client. The contract will be transferrable to said photographer. However, CZP will not be held responsible if a replacement cannot be found.

CD/DVD/FLASH DRIVE STORAGE

Due to the lack of information about how long CDS/DVDS/FLASH DRIVES can hold information, CZP recommends you take the precaution to back up your images on another media format other than CDS/DVDS/FLASH DRIVES. CZP also recommends making multiple copies of CDS/DVDS/FLASH DRIVES every year to insure the images for years to come. CZP cannot be held responsible for the failure of CDS/DVDS/FLASH DRIVES due to mishandling, improper storage or product malfunction. It is the client's responsibility to keep several copies of any CD/DVD/FLASH DRIVES in more than one location, and back the images up on another format such as a hard drive.

The undersigned hereby acknowledge that they have received, read, and understand CZP's contract agreement and price list(s). Only the bride and groom (or signers of this document) can discuss any problems that arise.

I kindly ask that you get in touch with me two weeks prior to the date of your event to touch base and go over last minute details. I will make every effort to contact you, but it is the clients' responsibility to contact me to confirm all events and times.

Permission is hereby granted to CZP to use any images created under this contract for professional samples, displays, internet websites, advertising, exhibitions, contests, and any other purpose.

CZP retains the copyright to all images produced by CZP. If purchasing Full Resolution images on CD/DVD. Clients will be given written release to make personal copies of images from CD/DVDs. The client understands the images given on CD/DVD cannot be used for profit or advertising and all posting of images on the internet need to be acknowledged as images by CZP.

I understand and agree to all of the above:

Contracting Party

Date

Contracting Party

Date