

WEDDING PHOTOGRAPHY CONTRACT

Illuminata Photo

Tim Mulholland

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Client Name(s):

Wedding Date:

Wedding/Reception Location:

Services to be provided by TimMulholland/Illuminata Photo:

Fee: _____, plus 5.5% sales tax = \$ _____

1. AGREEMENT, JURISDICTION & SEVERABILITY: This contract contains the entire understanding between Tim Mulholland/Illuminata Photo and THE CLIENT(S). 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.

The laws of the State of Wisconsin shall govern this contract, and any resulting arbitration shall take place within Dane County, Wisconsin. Client assumes responsibility for all collection costs and legal fees incurred by Tim Mulholland/Illuminata Photo should enforcement of this contract become necessary. In the event that any part of this contract is found to be invalid or unenforceable, the remainder of this contract shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this contract shall not constitute a waiver of any other portion or provision of this agreement.

2. CLIENT(S) affirm(s) that CLIENT(S) is/are at least 18 years old and has the capacity to enter into a contract with Tim Mulholland/Illuminata Photo.
3. Tim Mulholland/Illuminata Photo is an independent contractor and not an employee of THE CLIENT(S).
4. RESERVATION: Upon your signature, Tim Mulholland/Illuminata Photo 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 \$ ____ 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(S) understand(s) and agree(s) that the entire amount owed for the wedding photography package described in the contract is due on delivery of the final images.

5. FINAL IMAGE DELIVERY: After the wedding, Tim Mulholland/Illuminata Photo will provide THE CLIENT(S) with a private website that will display all film and a portion of the digital images. In addition, a CD/DVD of all digital photographs will be prepared and provided to THE CLIENT(S). This CD/DVD will contain all digital photographs taken at the event, prepared at a size suitable for electronic distribution. At the time of Final Image Delivery, THE CLIENT(S) will make final payment to Tim Mulholland/Illuminata Photo, consisting of the Fee plus sales tax.
6. CANCELLATION: In the event that THE CLIENT(S) cancel(s) the wedding photography services outlined in this contract before the wedding ceremony takes place, THE CLIENT(S) agree(s) to pay Tim Mulholland/Illuminata liquidated damages equivalent to the Reservation Deposit. Tim Mulholland/Illuminata Photo agrees to refund all additional paid money, if any, (less expenditures for which receipts will be provided) to THE CLIENT(S).
7. TERMINATION AND CANCELLATION: This Agreement may be terminated under any of the following conditions:
 - a. At the Client's Discretion.

Client understands that pursuant to this Contract, Tim Mulholland/Illuminata Photo may forgo opportunities to book other business on the Wedding/event Date. Client understands that in exchange for this consideration, Client agrees to the following scenarios with regard to refunds/application of monies paid by Tim Mulholland/Illuminata Photo.

 - (i) In the event that the Client reschedules the Wedding/event and Tim Mulholland/Illuminata Photo is able to rebook the original Wedding/event Date, Tim Mulholland/Illuminata Photo will amend the Wedding/event Date in this contract and Client will receive credit for all monies paid up to the date Client requests the Wedding/event be rescheduled. In the event that the Client reschedules the Wedding/event and Tim Mulholland/Illuminata Photo is NOT able to rebook the original Wedding/event Date, Tim Mulholland/Illuminata Photo will amend the Wedding/event Date in this contract and Client will forfeit the Reservation Deposit but receive credit for all other monies paid up to the date Client requests the Wedding/event be rescheduled. Client should note that the Reservation Deposit will not then be available to apply toward their final installment.
 - (ii) In the event that the Client cancels the Wedding/event outright, Client will forfeit all monies paid up to the date Client notifies Tim Mulholland/Illuminata Photo that the Wedding/event is cancelled. Cancellation must be in writing even if a phone call was made to inform Tim Mulholland/Illuminata Photo of the cancellation.
 - b. At Tim Mulholland's/Illuminata Photo's discretion.
 - (i) In the unlikely event that Tim Mulholland/Illuminata Photo is unable to provide the services described in this Agreement on the Wedding/event Date for any reason including, but not limited to, illness, injury, emergency, or act of God, sudden event or other circumstances beyond the control of Tim Mulholland/Illuminata Photo, a Substitute Photographer may be sent at no cost to Client. This contract will be transferable to said Photographer. If the Client declines the Substitute Photographer, the Client may instead terminate this Agreement, and receive a full refund of all money paid.
 - (ii) In the event Client fails to make any installment payment due as described under the Payment section of this Agreement within ten (10) days of its due date, Tim Mulholland/Illuminata Photo shall have the right to immediately terminate this Agreement. Prior payments will not be returned.
 - c. Return of monies paid.
 - (i) In the event that any refunds are due under the terms of this Agreement, Tim Mulholland/Illuminata Photo will effect such refunds to the person or entity from whom or which the funds derived.

8. PRE-EVENT CONSULTATION: It is strongly recommended that THE CLIENT(S) schedule a pre-event consultation before the wedding date to finalize the actual shooting times and locations.
9. EVENT GUIDE: THE CLIENT(S) will be responsible for designating an "EVENT GUIDE." The role of the EVENT GUIDE is to identify people/objects of whom/which specific photographs are desired, as well as to make certain that these subjects are available when needed. It is recommended that THE CLIENT(S) develop a list of desired poses, locations, and subjects (family and friends; items; etc.) and share this with the EVENT GUIDE well before the wedding. The photographer will NOT be held accountable for not capturing desired photographs if there is no one to assist in identifying or gathering people/items/locations for the photograph(s).
10. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Tim Mulholland/Illuminata Photo 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 Tim Mulholland/Illuminata Photo. Tim Mulholland/Illuminata Photo recommends that THE CLIENT(S) designate(s) an "event guide" (see PRE-EVENT CONSULTATION and EVENT GUIDE above) to point out important individuals to the photographer, whom THE CLIENT(S) wish(es) to include in informal or candid photographs.
11. HOUSE RULES: The photographer is limited by the guidelines of the ceremony officiant or the reception site management. THE CLIENT(S) agree(s) to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; Tim Mulholland/Illuminata Photo will offer technical recommendations only.
12. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Tim Mulholland/Illuminata Photo are protected by U.S. Copyright Law (all rights reserved) and may not be reproduced in any manner without Tim Mulholland/Illuminata Photo's explicit written permission. Upon final payment by THE CLIENT(S), limited copyright ownership of the resulting images will be transferred to THE CLIENT(S) under the following conditions:
 - a. The negatives and/or digital files, if provided, are the property of THE CLIENT(S) for personal use and for the purposes of the electronic reproduction and distribution of photographs to friends and relatives. All printed photographs must be ordered through Tim Mulholland/Illuminata Photo.
 - b. THE CLIENT(S) must obtain written permission from, and compensate Tim Mulholland/Illuminata Photo prior to an event where THE CLIENT(S), THE CLIENT'S friends or relatives publish or sell the photographs for profit.
 - c. Images may be used on personal web sites as long as a copyright notice appears near the images stating that they were taken by Tim Mulholland/Illuminata Photo as well as a web link to <http://www.TimMulholland.com> is placed onto the web site.
13. MODEL RELEASE: THE CLIENT(S) hereby assign(s) and grant(s) Tim Mulholland/Illuminata Photo and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT(S) or in which THE CLIENT(S) 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(S) hereby release(s) Tim Mulholland/Illuminata Photo and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Tim Mulholland/Illuminata Photo 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 Tim Mulholland/Illuminata Photo.
14. EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Tim Mulholland/Illuminata Photo will act as the sole and exclusive wedding photographer. Tim Mulholland/Illuminata Photo reserves the right to bring one assistant at his discretion. Since flashes from guests' cameras may ruin shots

taken by Tim Mulholland/Illuminata Photo, THE CLIENT(S) acknowledge(s) 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. The formal photography time is for the exclusive use of Tim Mulholland/Illuminata Photo to capture the formal wedding portraits. Due to time constraints and the need for subjects to pay full attention to the professional photographer, guest photography is requested to be done at a separate time.

15. COMPLETION SCHEDULE: The printing process can only start once Tim Mulholland/Illuminata Photo receives the order list for the required images. Digital processing takes approximately two weeks. Creation of a wedding album takes six to ten weeks, enlargements one to two weeks or possibly longer when laboratory and bindery schedules are heavy.
16. PAYMENTS: THE CLIENT agrees that \$____ reservation deposit is required at the time of contract acceptance and 100% of the remaining balance is due on THE CLIENTS' receipt of the Final Images.
17. METHOD OF PAYMENT: Payment may be made by:
 - a. cash,
 - b. check (written to *Illuminata Photo*)
 - c. PayPal (tim@timmulholland.com), or
 - d. credit card (MasterCard/Visa/AmEx/Diners Club accepted).

There is a \$50 charge on payments returned for any reason.

18. LIMIT OF LIABILITY: Tim Mulholland/Illuminata Photo warrants and declares that every effort will be made to provide high quality photographic services. In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Tim Mulholland/Illuminata Photo 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.

Tim Mulholland/Illuminata Photo 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 Tim Mulholland/Illuminata Photo'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. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, Tim Mulholland/Illuminata Photo cannot place an unconditional guarantee on the above. Tim Mulholland/Illuminata Photo 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 Tim Mulholland/Illuminata Photo's control.
20. FORCE MAJEURE: A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Contract under Clause 7 (Termination & Cancellation) in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that

the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 19 (Force Majeure).

21. 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 Tim Mulholland/Illuminata Photo at the time of acceptance of this contract shall be recognized as amendments to this contract.
22. PRINT ORDERS: Prints of photos may be ordered at the following rates. Paper surface may be glossy, matte or luster; printing on canvas may be performed for additional fees (please request a quote), and additional sizes also are available upon request.
- Jumbo Print, 16"x20": \$60.00
 - 5" X 7" Print: \$6.00
 - 8" X 10" Print: \$22.00
 - 12" X 15" Print: \$35.00
 - Additional CD of digital images: \$25.00
 - Additional Image Manipulation: \$50.00/ hour
 - Additional Overtime: \$50.00/hour

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

23. PROFESSIONAL IMAGE MANIPULATION: Tim Mulholland/Illuminata Photo will allow for limited professional image manipulation (*if technically possible*) on any image(s) of THE CLIENT'S choice. This includes opening of individual's eyes, red eye removal, de-aging, 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 Tim Mulholland/Illuminata Photo from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT(S) will accept that Tim Mulholland/Illuminata Photo has performed to its best ability with regard to the specific task and that Tim Mulholland/Illuminata Photo 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 _____ Date _____

Signed _____ Date _____

Signed _____ Date _____
(on behalf of Tim Mulholland/Illuminata Photo)