

# *Photographic WaterColors*

P.O. Box 2923 • Show Low, AZ 85902  
928-358-2427 • pixeldoc@AndysFrame.com  
www.pxldoc.com

## *WEDDING PHOTOGRAPHY AGREEMENT*

This agreement made on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, is between Photographic WaterColors, (hereinafter referred to as "The Company" or "PWC"), and M\_\_\_\_\_ (hereinafter referred to as "You" or "Purchaser") for the wedding on [\_\_\_\_\_] of [\_\_\_\_\_] [\_\_\_\_\_] . The Company will provide Level \_\_\_\_ coverage as described in the Digital Wedding Brochure for Dollars (\$\_\_\_\_\_ .00).

### **EXCLUSIVITY and AUTHORITY:**

It is agreed that The Company will act as the sole and exclusive hired professional photographer for the wedding day, and that you give The Company priority over any other photographers and videographers employed in connection with the wedding in the positioning of any type camera or photographic equipment or other matters relating to the quality of photographs. The Company will cooperate with having your wedding videotaped, but ask that you notify The Company of any such plans at least one week before your wedding.

### **PAYMENT POLICY:**

One half of the fee, \$\_\_\_\_\_ .00 is payable to reserve the services of The Company for your date. The balance of \$\_\_\_\_\_ .00, plus AZ sales tax of \$\_\_\_\_\_ .00 is due on your date of [\_\_\_\_\_].

### **PRICE PROTECTION:**

The Company guarantees prices quoted for services, additional photographs, and albums to be valid for FOUR MONTHS following the wedding date.

### **CANCELLATION:**

If you cancel The Company's services prior to [\_\_\_\_\_], the retainer shall be forfeited by you.

### **SPECIFIC COVERAGE:**

If you have any specific photography needs, you are asked to provide The Company with a note on The Company's Wedding Party Pamphlet of these persons or occurrences. Otherwise, The Company will use its best judgment in providing coverage of the event.

### **OVERTIME: (Not applicable with Level One Coverage)**

When coverage is requested beyond the hours specified for the selected level of coverage, the rate will be \$100 per hour.

### **LIMITATION OF LIABILITY:**

While every effort is made to produce and deliver outstanding photographs of the wedding, liability for any failure in The Company's performance for whatever reason is limited to a refund to you of seventy-five percent of the amount paid for the services. The Company reserves the right to arrange for photographer(s) of high qualifications to fulfill the obligations of this contract.

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Page 2 of 2

**DELIVERY TIMES and ORDERING:**

Files of images of the wedding are copied to a DVD disk and shipped to You approximately two to three (2 - 3) weeks after your wedding; subsequent orders are ordinarily shipped within one (1) to three (3) weeks following receipt of the order. All orders must be prepaid. You will be billed for all shipping costs.

**ORDERING ALBUMS:**

The Company will advise in the selection of albums, photographic print sizes and groupings of photographs, and the like, however, all choices by the Purchaser shall prevail. Album orders will include Purchaser's listing of files of images selected (with special instructions, if any) in order that The Company may design the layout of the albums. Shipment of the Compact Disc albums is ordinarily made within eight (8) to fourteen (14) weeks after receipt of the order for the same. Album orders placed more than 120 days after the wedding date will incur additional production fees of up to 20% of the selected level of coverage.

**RIGHTS OF OWNERSHIP AND REPRODUCTION:**

The Company will not sell, or assign any photographs of the wedding couple, party or guests except with the authorization and direction of the Purchaser. The Company shall remain copyright owner of all images taken of the wedding day events, any reproduction, publication, or any public exhibition is permitted without mutual consent of the parties to this agreement. The Company will not release information regarding names, address, or dates with any wedding photograph(s) published.

**LEVEL OF COVERAGE**

\_\_\_\_ - Up to \_\_\_\_ hours of wedding photography over \_\_\_\_ day(s).  
\_\_\_\_ - files of images provided for viewing and selection.

By: \_\_\_\_\_ Address: \_\_\_\_\_

Ph: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Address: \_\_\_\_\_

For Photographic WaterColors

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Please make all checks to:

*Andrew H. Towle*  
*Mail to the above address*

PWC Company Policy: no contract is binding until it is received and signed at the Show Low, AZ., office and accepted, to include the required one half retainer payment.