

# Matt Needham Photography

www.mattneedham.com

785-842-6804

photo@mattneedham.com

## Agreement For Wedding Photography

Bride: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Groom: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

## Locations and Times

Date of Wedding: \_\_\_\_\_

Pre-Ceremony: \_\_\_\_\_ Time: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Ceremony: \_\_\_\_\_ Time: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Reception: \_\_\_\_\_ Time: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Wedding Photography Package includes:** wedding photography coverage by Matt Needham, a planning meeting, a set of 4"x6" prints, the high resolution image files of the photographs on disc, Matt Needham's permission to reproduce the photographs for the clients' personal use, a set of web friendly image files, and an online gallery for one year. Prices are for consecutive hours of wedding day coverage.

12 hours: \$2775

10 hours: \$2325

8 hours: \$1850

6 hours: \$1550

Travel Charge: \_\_\_\_\_ Agreement Total: \_\_\_\_\_ Retainer/Date Paid: \_\_\_\_\_

Balance Due: \_\_\_\_\_ Date Due: \_\_\_\_\_ Date Paid: \_\_\_\_\_

I have read, understood, and agree to the Terms and Conditions on the reverse side of this agreement.

Client \_\_\_\_\_ Date: \_\_\_\_\_

Client \_\_\_\_\_ Date: \_\_\_\_\_

Photographer \_\_\_\_\_ Date: \_\_\_\_\_

Matt Needham Photography 1020 Rhode Island St. Lawrence, KS 66044

## Terms and Conditions

This agreement constitutes an order for wedding photography service and items as specified under "Wedding Photography Package includes". Matt Needham agrees to provide photography at the times and requested locations specified under "Locations and Times". There are no oral or other agreements of the Parties hereto, and this agreement constitutes full and complete understanding and agreement between the Client and Matt Needham.

A \$350 non-refundable retainer along with a signed copy of this agreement is required to reserve a Wedding Date. Any remaining balance due must be paid two weeks before the wedding date. If the Client's total balance due is not received by two weeks before the Wedding Date, Matt Needham will decline to photograph the wedding, keep the retainer, and be released and held harmless from all other obligations in this agreement.

On the wedding day, Matt Needham will notify the Client when they are close to completing the wedding photography coverage. The Client may request Matt Needham to continue photographing at a rate of \$260 per hour. Specials and discounts do not apply to this charge.

It is understood that respectful cooperation, communication, and punctuality are essential for the best possible results. Matt Needham is not responsible for failure to take desired photographs if the subjects of the photos are late, fail to appear, or do not cooperate. Matt Needham recommends that the Client designate someone to help identify important individuals during the event. Matt Needham will not be held accountable for not photographing desired individuals if there is no one to assist in identifying people or gathering groups of people for photographs. Matt Needham is not to be held accountable for missed images due to details not revealed to him. The Client understands that shot lists are not guaranteed.

It is understood that verbally and physically abusive behavior by clients or their guests could result in the immediate departure of Matt Needham. It is also understood that if such a departure becomes necessary that no refund will be made.

Matt Needham welcomes the Client to express their preferences with regard to the wedding photography. However, the Client agrees to let Matt Needham choose the best photographic methods and abide by his decision. It is understood that Matt Needham will not deliver every exposure he makes. Matt Needham will deliver a mix of color and BW photos; sets of all color and/or all BW are an additional charge. The Client agrees to abide by Matt Needham's editing and processing decisions. The Client understands that their concerns about retouching or re-processing any of the photographs should be expressed to Matt Needham within one month of the delivery of the image files. After one month Matt Needham cannot guarantee that all retouching & re-processing options will be available.

Matt Needham is limited by the rules of the ceremony official or reception site management. The Client agrees to accept the results of their imposition on the photographer. Negotiation with officials for moderation of guidelines is the Client's responsibility.

Matt Needham must be given enough room and light to work. The Client understands that there are technical limitations to photographing in low light and without enough space. The Client agrees to accept the results of their imposition on the photographer.

It is understood that Matt Needham and his employees will be the sole and exclusive professional photographers photographing the wedding, and that photos taken by guests will be for personal enjoyment only and not business or commercial use. Regarding videographers it is understood that Matt Needham must have priority over lighting, camera position, and working space to get the best possible results.

Matt Needham will not work in situations that are dangerous to himself or potentially damaging to his equipment. An alternate plan in case of bad weather is the Client's responsibility; Matt Needham will offer recommendations only.

All images and copyrights are the property of Matt Needham. Matt Needham retains the right to sell, copy, display, and/or publish any/all images created under this agreement, to the general public, for any reason, including but not limited to: advertising, marketing, sales, print competitions, educational seminars, and monetary gain. The mediums for display could include newspapers, magazines, books, television, and the internet, but are not limited to only those mediums.

Matt Needham agrees to provide the finished image files (jpegs) and 4x6 prints of the photos to the Client by 4 months after the wedding date as long as full payment has been received. Archiving the image files is the Client's responsibility.

The Client agrees to limit use of the image files to personal and private use by themselves, their family, and their friends. Any use for general public or for monetary gain will be considered copyright infringement. The Client must obtain written permission from Matt Needham, and compensate Matt Needham, prior to the Client or their friends and family publishing or selling the images.

In the unlikely event Matt Needham cannot perform this Agreement in whole or in part due to illness, injury, or other casualty, acts of nature, or other causes beyond his control, then all retainers and payments shall be returned to the Client. This limitation in liability shall also apply in the event of camera or equipment malfunction, or otherwise lost or damaged. Matt Needham's liability is limited to the return of all payments received under this agreement.

In the event the Client must cancel the contracted services for wedding photography on this Agreement, Matt Needham agrees to refund all payments made for services yet to be performed, excluding the retainer.

This Agreement is not to be construed as an employment agreement in any way. Matt Needham functions as an independent contractor.