

Wedding Photography Contract

Key Terms

This Wedding Photography Agreement (the "Agreement") is entered into as of [Month DD, YYYY] (the "Effective Date") by and between [Your Name / Studio Name], with a principal address at [Street, City, State, ZIP] (the "Photographer"), and [Partner 1 Full Name] and [Partner 2 Full Name], with a mailing address at [Street, City, State, ZIP] (together, the "Couple"). The parties agree to the key terms summarized below and to the numbered clauses that follow.

Term | Details

Agreement Date | [Month DD, YYYY]

Photographer | [Your Name / Studio Name], [Street, City, State, ZIP]

Couple | [Partner 1 Full Name] and [Partner 2 Full Name]

Wedding Date | [Month DD, YYYY]

Ceremony Venue | [Venue Name, Address]

Reception Venue | [Venue Name, Address / Same as ceremony]

Estimated Guest Count | [120] guests

Getting Ready Coverage Starts | [Time]

Ceremony Time | [Time]

Golden Hour / Portrait Window | [Start Time] - [End Time]

Reception Coverage Ends | [Time]

Total Coverage Hours | [8] hours of continuous coverage

Deliverables | [600]+ edited high-resolution digital images, online gallery

Delivery Timeline | Sneak peek within [48] hours, full gallery within [8] weeks

Second Shooter | [Yes / No] - [Name / To be assigned by Photographer]

Engagement Session | [Included / Not included / Add-on at additional fee]

Total Package Fee | [\$0.00]

Retainer (non-refundable) | [\$0.00], due upon signing

Balance Due | [30] days before the Wedding Date

Payment Method | [Payment method]

1. Services and Coverage

The Photographer agrees to provide professional photography coverage of the Couple's wedding described in the Key Terms, for the total coverage hours stated there, following the wedding-day timeline in the Key Terms as closely as the day's events allow. The Photographer will deliver at least the number of edited high-resolution images stated in the Key Terms through a private online gallery, with a sneak-peek selection and full gallery delivered within the stated timelines. Editing includes the Photographer's standard color correction, exposure adjustment, and culling of duplicate or technically deficient frames. The following are excluded from the scope of this Agreement unless added by change order: [List excluded services, such as printed albums, drone coverage, or videography].

2. Payment, Retainer and Balance

Upon signing this Agreement, the Couple shall pay the non-refundable retainer stated in the Key Terms. The retainer reserves the Wedding Date exclusively for the Couple, compensates the Photographer for declining other bookings for that date, and is credited toward the total package fee. The remaining balance is due no later than [30] days before the Wedding Date, and the Photographer is not obligated to perform if the balance has not been received by then. Any amount not paid when due accrues a late charge of [1.5]% per month, or the maximum rate permitted by law, whichever is less.

3. Additional Services and Overtime

The Couple may request additional coverage hours, locations, or services by written change order, and the Photographer will accommodate such requests where reasonably possible. Coverage beyond the hours stated in the Key Terms is billed at [\$0.00] per hour, in half-hour increments. A request made on the wedding day is effective if confirmed by either member of the Couple in writing, including by text message, before the additional coverage begins.

4. Second Shooter

If the Key Terms state that a second shooter is included, the Photographer will engage a second photographer to provide supplementary coverage, such as coverage of a second preparation location and alternate angles during the ceremony. The selection, direction, and compensation of the second shooter are the Photographer's responsibility, and images captured by the second shooter are edited and delivered by the Photographer as part of the deliverables under this Agreement. If a confirmed second shooter becomes unavailable, the Photographer will make reasonable efforts to engage a replacement and, failing that, will refund the portion of the fee attributable to the second shooter.

5. Engagement Session

If the Key Terms state that an engagement session is included or purchased as an add-on, the Photographer will provide a session of up to [2] hours at a location agreed with the Couple, scheduled at a mutually convenient time before the Wedding Date. Images from the engagement session are edited, delivered, and licensed on the same terms as the wedding images under this Agreement. One reschedule of the engagement session is permitted with at least [14] days' notice; a session cancelled with less notice is forfeited unless the Photographer can rebook the time.

6. Postponement and Date Changes

The Couple may move the wedding to a new date once, without a new retainer, if the new date is within [12] months of the original Wedding Date and the Photographer is available on the new date; the retainer and all payments transfer to the new date, and any difference between the package price in effect for the original and new dates applies. If the Photographer is not available on the new date, the postponement is treated as a cancellation under the Rescheduling and Cancellation clause. A second or subsequent date change is treated as a new booking requiring a new retainer.

7. Rescheduling and Cancellation

If the Couple cancels this Agreement more than [60] days before the Wedding Date, the Couple owes no further payment beyond the non-refundable retainer. If the Couple cancels within [60] days of the Wedding Date, the full balance remains due, reflecting the Photographer's inability to rebook the date on short notice. Cancellation must be delivered in writing and is effective on the date received.

8. Failure to Perform; Substitute and Refund

If the Photographer is unable to perform due to illness, injury, or another emergency beyond the Photographer's control, the Photographer will make reasonable efforts to secure a substitute photographer of comparable skill and style, subject to approval by the Couple. If no acceptable substitute can be secured, the Photographer will refund all payments received, including the retainer, in full. In any case of the Photographer's failure to perform, the Photographer's total liability is limited to a full refund of the amounts paid under this Agreement.

9. Copyright and Personal Use License

The Photographer owns and retains the copyright in all images created under this Agreement, as

provided by the United States Copyright Act. Upon receipt of full payment, the Photographer grants the Couple a non-exclusive, non-transferable, personal-use license to download, print, and share the delivered images, including on personal social media accounts with credit to the Photographer where practical. The delivered images may not be sold, licensed to third parties, entered into competitions, or used for any commercial purpose without the Photographer's prior written consent.

The Photographer may use the images for portfolio display, website and social media marketing, print samples, and competition entries, unless the Couple withdraws this permission in writing as described in the Model Release clause below.

10. RAW Files and Unedited Images

RAW files and unedited images are working files and remain the exclusive property of the Photographer. They do not form part of the deliverables under this Agreement and will not be provided, purchased, or released under any circumstances. The selection of which images are edited and delivered rests with the Photographer's professional judgment, consistent with the delivery counts stated in the Key Terms.

11. Artistic Style

The Couple has reviewed the Photographer's portfolio and engages the Photographer specifically for their distinctive photographic and editing style. Decisions regarding composition, lighting, posing, color treatment, and retouching rest with the Photographer's artistic judgment. Dissatisfaction with legitimate stylistic choices consistent with the Photographer's published body of work does not constitute a breach of this Agreement and is not grounds for a refund or for re-editing beyond the revision terms of this Agreement.

12. Revisions and Re-editing

The fees stated in the Key Terms include the Photographer's standard editing of all delivered images. Within [7] days of gallery delivery, the Couple may request reasonable re-edits of up to [10] individual images, limited to corrections such as cropping, exposure, and removal of transient blemishes. Requests to re-edit the entire gallery in a different style, or edits contrary to the Artistic Style clause, are not included and may be declined or quoted separately at [\$0.00] per hour.

13. Image Backup and Loss

The Photographer follows industry-standard safeguards, including recording to dual memory cards where equipment allows and creating backup copies of all images promptly after the session and at each stage of post-production until final delivery. If, despite these precautions, some or all images are lost, stolen, or destroyed before delivery, the Photographer will refund the Couple a pro-rated portion of the fees corresponding to the images affected, up to a maximum of the total fees paid under this Agreement.

14. Model Release

The Couple grants the Photographer permission to photograph the Couple and, where the Couple has authority to consent on their behalf, the members of the Couple's party, and to use the resulting images as described in the Copyright and Personal Use License clause, including for portfolio, marketing, and promotional purposes. The Couple warrants that they have the authority to give this consent, including on behalf of any minors in their immediate party. The Couple may withdraw consent to future promotional use at any time by written notice to the Photographer; withdrawal applies prospectively and does not require the recall of materials already published.

15. Meal Break

For coverage of 8 or more hours, the Couple shall provide the Photographer, and the second shooter if one is engaged, with a vendor meal and a reasonable break of approximately [30] minutes. The break will be scheduled in coordination with the Couple or their planner, ordinarily while the Couple and guests are dining, so that no key moments are missed. Coverage hours are continuous, and the meal break does not stop the coverage clock.

16. Safe Working Environment

The Photographer is entitled to a safe working environment, free of physical danger, harassment, and abusive conduct from any person present at the wedding, including guests and other vendors. If such conduct occurs, the Photographer will bring it to the attention of the Couple or their designated coordinator and allow a reasonable opportunity to resolve it. If the conduct continues, the Photographer may suspend or end coverage and leave the event without breaching this Agreement, and all fees for coverage rendered up to that point remain earned and payable.

17. Independent Contractor Status

The Photographer enters into this Agreement as an independent contractor and not as an employee, agent, partner, or joint venturer of the Couple. Nothing in this Agreement shall be construed to create an employment relationship between the parties. The Photographer is solely responsible for the payment of all federal, state, and local taxes, self-employment taxes, and insurance arising from compensation paid under this Agreement. The Photographer shall supply their own equipment, tools, and workspace, and is not entitled to any employee benefits, workers' compensation coverage, or unemployment insurance from the Couple.

18. Confidentiality

In the course of this engagement, the Photographer may receive non-public business, technical, or personal information belonging to the Couple. The Photographer agrees to use such information solely to perform the services under this Agreement, to protect it with at least the degree of care used for their own confidential information, and not to disclose it to any third party without the Couple's prior written consent. This obligation does not apply to information that is publicly available, already known to the Photographer without restriction, or required to be disclosed by law. This clause survives the termination or expiration of this Agreement for a period of [2] years.

19. Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including lost profits or lost business opportunities, arising out of or relating to this Agreement. The total aggregate liability of either party for any and all claims arising under this Agreement shall not exceed the total fees paid or payable by the Couple to the Photographer under this Agreement. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

20. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from causes beyond that party's reasonable control, including acts of God, natural disasters, epidemics, war, terrorism, civil unrest, labor disputes, governmental action, power or internet outages, or serious illness. The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable efforts to resume performance. If a force majeure event prevents performance for more than [30] days, either party may terminate this Agreement upon written notice, and the Couple shall pay for all services performed up to the date of termination.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict-of-laws principles. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in [County], [State], and each party consents to the personal jurisdiction of those courts.

22. Entire Agreement; Amendments

This Agreement, together with any attachments expressly referenced in it, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral. No amendment to this Agreement shall be effective unless made in writing and signed by both parties. No waiver of any provision shall be deemed a waiver of any other provision or of the same provision on any other occasion.

23. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Partner 1 Signature: [Signature]

Date: [Month DD, YYYY]

Partner 2 Signature: [Signature]

Date: [Month DD, YYYY]

Photographer Signature: [Signature]

Date: [Month DD, YYYY]

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