



TD Creations LLC

Creative Photography

For All Occasions

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Wedding Contract

Wedding Date: _____ / _____ / _____ **Time:** _____

Bride's Name: _____

Phone #'s: Home _____ Work _____ Cell _____

Address: _____

email: _____

Groom's Name: _____

Phone #'s: Home _____ Work _____ Cell _____

Address: _____

email: _____

Wedding Planner/ Coronator: Name _____ **Contact Number:** _____

Address: _____ **email:** _____

Wedding Location/Address: _____

Time Photography Session Starts: _____ **Ends:** _____

Number in Wedding Party: _____ **Count on each side :** _____ **Ring Bearer:** _____

Flower Girl _____ **Number of Ushers:** _____ **Anticipated amount of Guests:** _____

Other Photography Sessions agreed on: _____

Wedding Reception Location: _____

Wedding Reception Manager and Contact Number: _____

Bride's Dress-up Location: _____

Groom's Dress-up Location: _____

Wedding theme: please specify **colour scheme** / traditional / formal / informal / casual etc.

Wedding Attire: describe bride, groom and wedding party attire

Photography Packages and fee agreed on: _____ (plus applicable expenses as described in the contract). A deposit of 10% (_____) is due as booking fee to hold your date when this agreement is signed. A payment equalling 25% (_____) of the total cost agreed upon is due one hour before the event starts. The balance and any additional fees are due (_____) to be paid on the date of viewing of the sample photograph CD.

Additional Expenses: This section covers extra time, an additional photographer, travel, accommodation, meal and transport costs and other items that may be of an unusual nature and is to be only filled out on a case by case bases as may be needed. 1. _____

2. _____

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between TD Creations and _____ Here after refereed to as THE CLIENT.

This agreement is made in good faith between the parties and the signature of all parties testifies to the fact thereof. 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.

2. RESERVATION: Upon your signature, TD Creations 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 10% 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 understands and agrees that the entire amount owed for the wedding photography package described in the contract is due on the viewing of the sample CD.

3. **PRE-EVENT CONSULTATION:** The parties agree to a pre-event consultation before the wedding date to finalize the actual shooting times and locations. This can be in person by phone or on line.
4. **SAMPLE DVD VIEWING:** After the wedding, TD Creations will meet with THE CLIENT for viewing of a sample DVD. This Sample DVD will contain the event photographs put to music. The client will be given a chance to request changes in the images and/or music used in the presentation. You as THE CLIENT agree if the balance is not paid on the initial sample DVD viewing, TD Creations will not make a final delivery of the finish DVD or selected prints, until said balance is paid in full. Nor will TD Creations incur any liability and the action can lead to the resulting loss of Reservation Deposit by THE CLIENT
5. **CD EVENT IMAGES:** Will be made available based on the package that is ordered for the event. It can be used to order photographic prints by you as THE CLIENT. Photographs (in both color and black and white) taken at the event will be place on the CD. All photographs will be of high resolution and will be copy right free there will be no water marks embedded in the images and you will have full authorized use. You as THE CLIENT should as soon as possible provide TD Creations with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract). And others you may wish to order. The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to TD Creations receipt of this list.
6. **CANCELLATION:** In the event that THE CLIENT cancels the contracted photography services for the wedding outlined in this contract before the wedding ceremony takes place, the deposit will be forfeited.
7. **EVENT GUIDE:** THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).
8. **COOPERATION:** The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. TD Creations 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 TD Creations. TD Creations recommends that THE CLIENT designate an "event guide" to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.
9. **GUEST COOPERATION:** THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

TD Creations will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that

interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

- 10. MEALS:** The wedding day can be long and tiresome and take a lot of energy out of a worker, bearing this in mind TD Creations wants to ensure that it's workers have the stamina to do a great job we therefore request set places at a table, food, water and juice to be provided for all staff of TD Creations working at the wedding on the wedding day. Sufficient time will also be allowed for staff to eat their meal. Our staff are professionals and eating will not interfere with their ability to get great pictures and to get the job done
- 11. 90 MINUTE WINDOW:** The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, TD Creations shall not be held liable for failure to take desired photographs.
- 12. SHOOTING TIME / ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and TD Creations agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, TD Creations will not be held liable for any photographs not taken.
- 13. HOUSE RULES:** The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines will be attempted by the photographer. However it should be known that it is THE CLIENT'S or their Wedding Planner/ Coronator's responsibility to workout compromises with officials to make the wedding day a success. TD Creations will offer technical recommendations when and where necessary.
- 14. PAYMENTS:** THE CLIENT agrees that a 10% non-refundable deposit is required at the time of contract acceptance and 25% of the package cost is due one hour before the starting time of any scheduled photography shooting of the event. 100% of the remaining balance is due on THE CLIENTS' viewing of the Sample DVD. Payment may be made in cash or check. All payments must clear before final DVD's and/or Final prints are given to THE CLIENT.
- 15. DVD & CD COPIES AND REPRINT ORDERS:** Copies of DVD's & CD's, and Reprints of photos (or additional prints of photos not included in the package, but which is part of the high resolution images provided on CD) may be ordered at any time TD Creations will keep all images of all events for a minimum of five (5) years.
- 16. COMPLETION SCHEDULE:** The post editing and printing process can only start once TD Creations receives the order list for the required images. Digital processing and image manipulation can take anything from 2 - 8 weeks. TD Creations can therefore only provide the final product 2 - 8 weeks from receiving the order list.

17. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. TD Creations 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 cost. 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.

TD Creations 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 TD Creations 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.

18. NON-GUARANTEES: Although every possible care will be taken to produce photographs of all important and special events during the wedding, TD Creations cannot place an unconditional guarantee on the above. TD Creations will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any cause outside of TD Creations' control.

19. PERFORMANCE: Due to the sensitive nature of camera equipment, TD Creations reserves the right to stop shooting, and take necessary steps to protect the camera equipment in case the weather turns for the worst, like in the case of rain. TD Creations will not be held responsible for any loss of photographs, or shooting time due to weather conditions. Final decision hereof resides with the photographer representing TD Creations. It should be known the performance of this contract on behalf of TD Creations shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

20. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

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 TD Creations at the time of acceptance of this contract shall be recognized as amendments to this contract.

I hereby agree to the terms of this agreement.

Bride Name: Print Sign Date

Groom Name: Print Sign Date

For TD Creations LLC: Print Sign Date