

# GEIST PHOTOGRAPHY

## WEDDING PHOTOGRAPHY CONTRACT

**Parties: Gerald Geist (DBA: Geist Photography) and “NAME” (groom),  
“NAME” (bride), and “NAME” (other parties)**

**(Tools of the trade) Terms and Conditions of this Contract: ENTIRE AGREEMENT:** This agreement contains the entire understanding between *GEIST PHOTOGRAPHY* and the above named Bride and Groom. It supersedes all prior and simultaneous agreements between the parties in both verbal and written communication. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties wish to waive or alter one provision of this agreement, that does not mean that any other provision is also waived. **RESERVATION / DEPOSIT:** A signed contract and reservation fee are required to reserve the specified coverage. The financial terms of this agreement are explained further on. Failure to provide a reservation fee nulls and voids this contract. **PRE-EVENT CONSULTATION:** The pre-event consultation will usually be done via phone and/ or email about 2 weeks prior to the wedding date. This give ample time for either parties to modify and discuss any changes before the ceremony. The parties agree to a pre-event consultation before the event date in order to:

- Finalize the actual shooting times, locations, changes, extensions.
- It is further agreed and recommended that at this time any other participants such as the Videographer's be present so all may participate in the structure of the affair. This avoids misunderstandings further down the road. Both the Videographer and the Photographer have a job to do and this is an opportunity to structure the best possible working environment and cooperative atmosphere.
- The Bride and Groom will designate an individual to identify people of whom specific photographs are desired.
- I, *GEIST PHOTOGRAPHY*, am not responsible for missing shots of those on the VIP list if there is no one to assist in identifying these people, if you failed to produce a list, if the list was stolen, if they didn't show, if they are negative about being photographed, or they can't be located.
- If applicable, the bride and or groom agree to set aside enough time before the ceremony to allow *GEIST PHOTOGRAPHY* to complete pre-wedding ceremony photographs.

- In addition: To allow *GEIST PHOTOGRAPHY* 30 minutes of time after the wedding ceremony to gather people for photographs that could not be obtained during or before the wedding.
- If the bride or groom is late to the point of achieving the desired images from being taken, the *GEIST PHOTOGRAPHY* the photographer, shall not be held liable for lack of time to take desired photographs

**COOPERATIVE SPIRIT:** Both parties agree that the cooperation and communication for the best possible result within the definition of this assignment is the paramount consideration. We really want you to be happy with your Wedding Photography and will try to accommodate reasonable requests of the bride and groom

**INITIAL SITE VISIT:** We do not charge for visits to Pre-Event consultation, rehearsals or location planning and evaluation unless it is out of the local area. see Travel Time. We also would like your permission to do a little pre-shooting so that the participants get used to the camera and photographer. In the past, we have found this an excellent time to iron out a few things, put people at rest, and it usually produces some interesting if not hilarious spur of the moment photography which can be added to the rest of the pictures.

**EXHIBITION:** The bride and groom allow the photographer *GEIST PHOTOGRAPHY* to exhibit selected images resulting from this assignment as an example of my work, for entrance into photographic competitions and to use as sample for other Bridal Photographic opportunities.

**MODEL RELEASE.** The bride and Groom grants to *GEIST PHOTOGRAPHY* its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the parties or in which the parties or their family may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.

**GOOD IMAGERY** In order to ensure that we get good pictures, we sometime go a little further during the formals since they are an essential part of the program. We have to take extra step for what we deem necessary to achieve these goals and that requires the Brides cooperation. We may use use different cameras, stands, poses and may do several shots of the same thing because of lighting situation: As in the case when a side or backlit stained glass window might have a lot of green in it and the brides dress being white suddenly looks green.. That's when the most common phrase in photography is used most often..."Just one more!". The things that can cause a bad or imperfect pictures are; Blinkers, distractions in the background ( lighting, two bridesmaids fighting, kids messing with the cake, ) which are not initially seen like waiters just pop in; hair, clothes or props in the way and equipment failures, camera, flash, fails to work as expected. At the last count there are 1,243,592 things that can unwillingly occur. That's why..."Just one more!". This means you will probably get a few doubles in the album or CD-ROM and this goes in turn with the size of the wedding, amount in the bridal party and duration of the wedding. Also we may choose to change equipment to produce a unique photo or artistry at the discretion of the photographer. We don't hide our errors from the client. This has been a long time argument in the industry. We overshoot so we may cull the errors due to flash, framing, and focusing (the three F's of the industry) thus mistakes are also seen and received. This occurrence, is simply due to the laws of of mechanical, human and situational errors that cannot be overcome. Usually 10 percent of most wedding shots are throw outs by an experienced shooter.

Sometimes we hear 1500-2000 shots at a Wedding. Numbers get thrown around because they mean nothing. I have seen 2000 shots that were given to the Bride by a wannabe Garry Fong that I wouldn't paper a Soviet Gulag with. That's one thing with huge flash cards, digital provides. Abundance of GOOD or abundance of JUNK. It's still the eye and artistry of the photographer.

In most cases 10% waste is considered good.

**LIMITS OF LIABILITY:** It is further understood that in the unlikely event that the photographer is injured or becomes too ill to photograph the event,

- If the 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.
- *GEIST PHOTOGRAPHY* takes the utmost care and with respect to the delivered product. However, if the disc/ CD-ROM / photographs have been lost, stolen, or destroyed for reasons beyond *GEIST PHOTOGRAPHY* control liability is limited to the return of all payments received for the event package.

**SECURITY DEPOSITS:** In the event of cancellation:

- The security deposit paid is non-refundable.
- If another wedding is contracted for that date the deposit may be refunded by *GEIST PHOTOGRAPHY* if the reasons for cancellation are substantial and verified.
- This holds true for **CHANGE OF DATES:** If the agreed date is problematic and another date is available there is no problem. If there is a conflict the deposit is **NOT REFUNDED.**

**FEES:**

- Prior to the conclusion of the Wedding photo prints the photographer *GEIST PHOTOGRAPHY* will be paid in full for services rendered unless other agreements have been made. *GEIST PHOTOGRAPHY* will retain the rights to the imagery, disc, film, Cd-Roms, et al till at a later pre-arranged date the film and prints will be turned over to the Bride and Groom and payment completion rendered.
- The processing of the Cd-Roms, Disc's Scans should be completed approximately two (2) weeks after event.
- Album creation, scanning of photographs and any extra requests, enlargements, or other items produced under the assignment may take longer due to outside firms processing times.
- Any special shipping costs will be paid for by the client.

• Minimum Hourly rate based on four hours

• Flat Fee vs. Hourly Fee vs. Packages:

• **FLAT RATE:** \_\_\_\_\_ **\$1299.00** \_\_\_\_\_ **Total:** \_\_\_\_\_ **\$1299.00** \_\_\_\_\_

• **HOURLY RATE:** \_\_\_\_\_ **N/A** \_\_\_\_\_ **Total :** \_\_\_\_\_ **N/A** \_\_\_\_\_

• **TRAVEL FEE?** NO \_\_\_\_\_ **Total Travel Time:** \_\_\_\_\_

**Total:** \_\_\_\_\_

<b>Deposit:</b>	<b>\$250.00</b>	Received (THANK YOU)
<b>1/2 Balance Due:</b>	<b>\$524.50</b>	Due when proofs posted online and you indicate you are pleased with our work (down loading may be <b>disabled</b> and photos water-marked with copyright)
<b>1/2 Balance Due:</b>	<b>\$524.50</b>	Remaining balance due once you finalize your selection of photos to print. Final print order will not ship until final balance is received.
<b>Total:</b>	<b>\$1299.00</b>	Thank you!

Prints included in price:

Print Size	Quantity
4 X 6	50
5 X 7	10
8 X 10	6
8 Wallets	3
11 X 14	2
16 X 20	1
Proof book	1

Additional prints may be ordered at the current price at time of order. Current prices found at: [www.geistphotography.net](http://www.geistphotography.net)

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

