



PARK AVENUE PHOTO
 75 Hopper Hills Way Mendon, NY 14506
 (H) 582-2744 (Cell) 585-260-5764 (Studio) 585-292-9890 (Fax) 585-292-6988

AGREEMENT FOR WEDDING PHOTOGRAPHY

Wedding Date ____/____/____
 Preparation ____ am/pm Location _____

Ceremony ____ am/pm Location _____

Reception ____ am/pm Location _____

Bride's name _____
 Phone _____
 Address _____
 Email _____
 Mobile _____

Groom's name _____
 Phone _____
 Address _____
 Email _____
 Mobile _____

Address after wedding _____
 Phone _____

1. **Order.** This constitutes an order for wedding photography prints and CDs with images. All images are at full resolution for printing. These items become the property of the Contracting Party upon receipt of final payment. Photographer reserves the right to use images from the wedding for display in the studio, on the Photographer's website and for advertising.
2. **Limit of Liability.** Although all care will be taken with the photographs taken at the wedding, the parties agree that the liability of the Photographer's loss, damage, or failure to deliver photographs for any reason, or for nonperformance caused by any force majeure or similar circumstances, illness, accident, or any cause beyond the control of the Photographer, or for the loss or damage of photographic materials, whether in transit or developing, is limited to the return of any money paid by Contracting Party. In no event will the Photographer's liability exceed the contract price stated herein.
3. **Reservation Deposit.** Upon signature of the Agreement and payment of a deposit in the amount of \$_____, the Photographer will reserve the above date and time and will not make other reservations for that time and date. For that reason the reservation deposit is non-refundable. The remaining balance will be due and payable on the Wedding Date.
4. **Shipping Liability.** Albums, prints and all other products or materials may be picked up at the Photographer's studio location. If this is inconvenient, the items may be shipped to the Contracting Party at the Contracting Party's expense by a shipping method that allows tracking of the package and with an appropriate amount of insurance. Liability for loss or damage of any items once they have entered into the custody of the shipping company will no longer rest with the Photographer but will transfer to the shipping company. The Contracting Party may stipulate in writing a specific shipping company and amount of insurance coverage, otherwise the Contracting Parties agree to leave this choice up to the Photographer.

5. **Change of Wedding Date.** In the case of a change in date of wedding, the Photographer may allow the booking to be moved to the new date if this date is open in his calendar and at his sole discretion.
6. **Acts of God.** The Photographers will not be held liable in the event of fire, strike, casualty, act of God, or other cause beyond the control of the parties, or due to Photographer illness, then the Photographer shall return the deposit to the Contracting Party, but shall have no further liability with respect to the Agreement.
7. **Inherent Defects.** Although back-up equipment for most essential items is carried, the Photographer is not liable for damages, including but not limited to delay or omission arising from inherent equipment defects or fault, or other causes beyond its control. Liability in any event is limited to refund of all Photographer's fees paid.
8. **Substitute Photographer.** The Photographer may substitute another photographer to take photographs in the event of Photographer's illness or of personal/family emergency. In the event of such substitution, Photographer warrants that the photographer taking photographs shall be a competent professional.
9. **Damage to Equipment.** In the event any of the photographer's equipment is damaged or destroyed, either accidentally or intentionally, by the Contracting Parties, wedding guests and attendants, or employees of the Contracting Party, the Contracting Parties are fully responsible for the equipment's replacement at current new market prices.
10. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.

ACCEPTANCE:

We do not have an agreement and the date will not be reserved until the deposit has been paid and this signed agreement has been received.

Total Price _____
 Deposit _____
 Amount Due _____

All terms of this agreement are understood and agreed upon.

Signature of Photographer _____ Date _____

Signature of Contracting Party _____ Date _____

Signature of Contracting Party _____ Date _____

Address of Contracting Party:

