

Foto Concepts

I shoot people for a living



Wedding Photography, Event Photography and Portrait Photography
✉ **Mark Jepsen** ☎ 0421118428 📧 markjepsen@hotmail.com A.B.N 33 044 834 585

Wedding Photography Contract

This agreement contains the entire understanding between Foto Concepts and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: As we are an appointment base business a signed contract and a 30% retainer fee are required to reserve the dates and times of the EVENT(S). If the EVENT(S) is/are rescheduled, postponed, or cancelled; or if there is a breach of contract by the Client, the retainer fee is non-refundable and shall be liquidated damages to Foto Concepts. The Client shall also be responsible for payment for any of Foto Concepts's materials charges incurred up to time of cancellation.

EVENT SCHEDULE: The client agrees to confirm the schedule at least one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner.

SAFETY: Foto Concepts reserves to right to terminate coverage and leave the location of the EVENT(S) if the photographer from Foto Concepts experiences inappropriate, harassment, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the photographer from Foto Concepts is in question.

SHOOTING TIME / ADDITIONS: The Client and Foto Concepts agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the Client does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the Client.

EXPENSES INCURRED: When applicable, the Client is responsible for all travel, accommodation, a meal at the reception and transport costs unless provided by the CLIENT.

TRAVEL EXPENSES: All travel expenses are based on the distance between the EVENT location(s) and Foto Concepts studio address. For all EVENT(S), the first 100Kms roundtrip traveled is included. All Kms in excess of 100Kms roundtrip are charged at \$1.30 per Km.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations. This will occur during the Other Photography Session agreed on or at least two (2) weeks prior to the date.

EVENT GUIDE: The Client is 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 those people for the required photograph(s).

COOPERATION: The parties agree to positive cooperation and communication to achieve the best possible result. Foto Concepts is not responsible for key individuals' failure to be present or to cooperate during the photographic sessions or for missed images due to details not revealed to Foto Concepts. Foto Concepts recommends that the Client designate a "event guide" to point out important individuals to the photographer, whom the Client wishes to include in informal or candid photographs.

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. All parties agree that positive cooperation and punctuality are therefore essential for the shooting process to remain on schedule. Should the ceremony start late due to any reason whatsoever, Foto Concepts cannot be held liable for any photographs not taken.

RESPONSIBILITIES: Foto Concepts is not responsible for compromised coverage due to causes beyond the control of Foto Concepts including but not limited to obtrusive guests, lateness of the Client or guests, weather conditions, schedule complications, incorrect addresses provided to Foto Concepts, rendering of decorations, or restrictions of the locations. Foto Concepts is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. Foto Concepts is not held liable for missed coverage of any part of the EVENT(S). Foto Concepts will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S). Foto Concepts is responsible for the duty of care to the photographer(s) for breaks this will be at the discretion of the photographer(s) depending on the EVENT(S) schedule of the day.

VENUE AND LOCATION LIMITATIONS: Foto Concepts is limited by the rules and guidelines of the location(s) and site management. The Client agrees to accept the technical results of their imposition on Foto Concepts. Negotiation with the officials for moderation of guidelines is the Client's responsibility; Foto Concepts will offer technical recommendations only.

PERMITS: The Client is responsible for acquiring all permits and necessary permission for all locations on which Foto Concepts will be performing services.

DIDITAL COPIES AND PRINTS COPYRIGHTS: The photographs and digital copies produced by Foto Concepts are protected by Australian Copyright Law (all rights reserved) and may not be reproduced in any manner without Foto Concepts's explicitly written permission. If the Client has purchased an "Image USB" from Foto Concepts, upon final payment by the Client, limited copyright ownership of the resulting images will be transferred to the Client. If the Client has purchased an "Image USB" from Foto Concepts, Foto Concepts grants the Client permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to Foto Concepts. The Client/Family and friends must obtain written permission from Foto Concepts prior to publishing or selling the photographs.

MODEL RELEASE: The Client hereby assigns Foto Concepts the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer from Foto Concepts is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of Foto Concepts. Foto Concepts will make every effort to secure a replacement. 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(S). In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond Foto Concepts's control, including but not limited to camera, hard drive, or equipment malfunction, Foto Concepts liability is limited to the return of all payments received for the EVENT(S). 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. Foto Concepts is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

CAPTURE AND DELIVERY: Foto Concepts is not liable to deliver every image taken at the event. The determination of images delivered to the Client is left to the discretion of Foto Concepts.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of Foto Concepts.

PAYMENT SCHEDULE: The aforementioned 30% non-refundable retainer fee is due at the time of signing of agreement. The remaining balance is payable in full prior to the day of the EVENT(S). In the event the Client fails to remit payment as specified, Foto Concepts shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S).

METHOD OF PAYMENT: Payment can be made in cash or via direct deposit prior to the day into the following bank account: Suncorp Account name: Mark Jepsen BSB: 484-799 Account No. 043545997

PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from Foto Concepts.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Client (print name)

Client signature

In the presence of:

Witness (print name)

Witness signature

Signed for Foto Concepts (print name)

Signature

Foto Concepts

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~ Mark Jepsen ~ ©0421118428 📧 markjepsen@hotmail.com A.B.N 33 044 834 585

Wedding Day Schedule Details

THE WEDDING Day:

Date:

Wedding between:

Time:

THE CLIENTS:

Bride's Name: Groom's Name:

Bride's Phone:Groom's Phone:

Bride's Address:

Groom's Address:

Bride's Email:

Groom's Email:

THE PHOTOGRAPHY SCHEDULE:

Session Start: Finish:

Other (agreed on) Photography Session – Day:

Date: Time:

Address:

Event Guide: (Organize group and family photos after ceremony)

Name:

Mobile:

Bride's Dress-up Location:

Address:

Start: Finish:

Groom's Dress-up Location:

Address:

Start: Finish:

Wedding Ceremony Location:

Start: Finish:

Address:

Phone: Fax:

Formal Photos / Location:

Start: Finish:

Address:

Wedding Reception Location:

Start: Finish:

Address:

Manager Name:

Phone: Fax: