

**Wedding Information**

Bride's Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Address \_\_\_\_\_  
 Groom's Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Address \_\_\_\_\_  
 Couple's Future Address \_\_\_\_\_  
 Bride's Email \_\_\_\_\_ Groom's Email \_\_\_\_\_

**Photography Locations**

Engagement Session \_\_\_\_\_ Date/Time \_\_\_\_\_  
 Rehearsal Address \_\_\_\_\_ Date/Time \_\_\_\_\_  
 Getting Ready Address \_\_\_\_\_ Date/Time \_\_\_\_\_  
 Ceremony Address \_\_\_\_\_ Date/Time \_\_\_\_\_  
 Reception Address \_\_\_\_\_ Date/Time \_\_\_\_\_  
 Additional Locations \_\_\_\_\_ Date/Time \_\_\_\_\_  
 \_\_\_\_\_ Date/Time \_\_\_\_\_

**Fees & Services Provided**

Package 1 2 3 4 \_\_\_\_\_ hours \_\_\_\_\_ images \_\_\_\_\_ CD + online gallery \$ \_\_\_\_\_

**À la carte items**

Engagement session (\$300/hour)	\$ _____	
Wedding album – coffee table-style book	\$ _____	
Flip book - 4" x 6" (\$150/each)	\$ _____	
Video slideshow	\$ _____	
Archival quality prints	\$ _____	
Second photographer	\$ _____	
Overtime	\$ _____	
Travel	\$ _____	
Other	\$ _____	\$ _____

Subtotal \_\_\_\_\_  
 Sales Tax \_\_\_\_\_  
**Total** \_\_\_\_\_  
**Retainer (25%)** \_\_\_\_\_  
**Balance Due**

**This Agreement is subject to all the terms and conditions appearing on the reverse side.**

## Terms and Conditions

1. **Exclusive Photographer.** It is understood that Brendan Hoffman Photography ("Photographer") is the exclusive official photographer retained by the Client for the purpose of photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties.
2. **Retainer and Payment.** The Client shall make a retainer payment to retain the Photographer to perform the services specified herein, and Photographer shall not be bound by this Agreement unless and until it is signed by all parties and the retainer payment is made. At such time as this order is completed, the retainer shall be applied to reduce the total cost and Client shall pay the balance due no later than seven (7) days before the wedding date. Under no circumstances will Photographer photograph the wedding until the balance due is paid in full. Orders, either in part or in full, shall not be delivered until the balance due is paid in full.
3. **Cancellation.** Should the wedding be canceled or postponed, or should the client wish to engage the services of a different photographer, all fees, deposits, and retainers paid are non-refundable.
4. **Photographic Materials.** Unless specifically requested, and stated on this contract, all images will be produced digitally. All photographic materials, including but not limited to raw digital files, negatives, and transparencies shall be the exclusive property of the Photographer.
5. **Copyright and Reproductions.** The Photographer shall be the sole copyright holder for all images created and shall have the exclusive right to authorize reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
6. **Client's Usage.** The Client is licensing rights to prints and digital files for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print or digital file for a newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.
7. **Failure to Perform.** Photographer represents that extreme care is taken with respect to capturing, developing, digital processing, storage, and delivery of images. However, in the event that Photographer fails to comply with the obligations of this Agreement, for any reason, including but not limited to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall refund all payments to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. Photographer warrants that in the case of an inability to perform the obligations of this Agreement due to illness or other uncontrollable reason, every reasonable effort will be made to find a competent and professional replacement photographer.
8. **Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
9. **Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
10. **Arbitration.** In the event of a dispute arising under this agreement such dispute shall at Photographer's election be resolved exclusively by binding arbitration in accordance with the rules of the American Arbitration Association. The Arbitrator shall determine the prevailing party and shall order that they be reimbursed their arbitration fees, arbitration costs, and legal fees and costs incurred for and in connection with the arbitration. The arbitration shall be conducted in Washington, DC and the decision of the Arbitrator shall be final, binding, and enforceable in any court having jurisdiction. The parties consent to the personal jurisdiction and exclusive venue of the courts of the District of Columbia for any litigation commenced under or in connection with this agreement. The laws of the District of Columbia, without regard to its rules for conflicts of law resolution, shall apply in the construction of this agreement. Actual attorneys' fees and all actual costs shall be awarded to the prevailing party against the losing party in any such litigation.
11. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by all 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. This Agreement shall be governed by the laws of the District of Columbia.

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by all parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

\_\_\_\_\_  
Bride's signature Date

\_\_\_\_\_  
Groom's signature Date

\_\_\_\_\_  
Brendan Hoffman, Photographer Date