

WEDDING PHOTOGRAPHY CONTRACT

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This Wedding Photography Contract (this "Agreement") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between:

[PHOTOGRAPHER / STUDIO LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] with its principal place of business at [PHOTOGRAPHER ADDRESS] ("Photographer"); and [CLIENT NAME(S)], residing at [CLIENT ADDRESS] ("Client").

Photographer and Client are each a "Party" and together the "Parties."

Recitals. Client is planning a wedding and related events and wishes to engage Photographer to photograph those events. Photographer is in the business of professional wedding photography and wishes to provide those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. The Event and Coverage

1.1 Event details. Photographer will provide photography services for Client's wedding (the "Event") on [EVENT DATE] at [CEREMONY VENUE AND ADDRESS] and [RECEPTION VENUE AND ADDRESS]. The Parties agree to the following coverage window: from [START TIME] to [END TIME] on the Event date (the "Coverage Period").

1.2 Services included. Photographer will provide the photography services and deliverables described in the package selected by Client (the "Package"), which is [PACKAGE NAME / DESCRIPTION] and is incorporated into this Agreement. The Package describes the hours of coverage, number of photographers, locations, and deliverables.

1.3 Second shooter and assistants. The Package [DOES / DOES NOT] include a second photographer. Photographer may, in its discretion, bring assistants. Any additional photographer engaged by Photographer remains Photographer's responsibility and works under Photographer's direction.

1.4 Additional time. If the Event runs beyond the Coverage Period and Client requests continued coverage, Photographer will, if available, continue for an additional fee of [\$ AMOUNT] per hour or partial hour, billed after the Event. Photographer is not obligated to remain past the Coverage Period.

1.5 Shot expectations. Photographer will use reasonable skill and care to capture the key moments of the Event consistent with Photographer's artistic style. Client acknowledges that photography is a creative service, that no specific image, pose, or moment is guaranteed, and that final image selection and artistic treatment rest with Photographer.

2. Fees, Deposit, and Payment

2.1 Total fee. Client will pay Photographer a total fee of [\$ TOTAL] for the Package, exclusive of any taxes, travel, or additional-time charges described in this Agreement.

2.2 Retainer / deposit. To reserve the Event date, Client will pay a non-refundable retainer of **[\$ RETAINER, e.g. 25% of total]** due on signing. The retainer reserves the date and compensates Photographer for declining other bookings; it is applied against the total fee.

2.3 Balance. The remaining balance of **[\$ BALANCE]** is due no later than **[NUMBER, e.g. 14]** days before the Event date. Photographer is not obligated to provide services if the balance is unpaid as of the Event date.

2.4 Travel and expenses. Client will reimburse Photographer for pre-approved travel, lodging, parking, and similar out-of-pocket expenses reasonably incurred for the Event, itemized in advance where practicable.

2.5 Late and returned payments. Past-due amounts accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. A fee of **[\$ AMOUNT]** applies to any returned or reversed payment, to the extent permitted by law.

2.6 Taxes. Client is responsible for any sales or similar taxes arising from the services, except taxes based on Photographer's net income.

3. Cancellation and Rescheduling

3.1 Cancellation by Client. Client may cancel on written notice. The retainer is non-refundable. If Client cancels more than **[NUMBER]** days before the Event, no further amounts are owed. If Client cancels within **[NUMBER]** days of the Event, Client also forfeits **[PERCENTAGE / AMOUNT]** of the balance to compensate Photographer for the reserved date.

3.2 Rescheduling. If Client requests to move the Event to a new date, Photographer will make reasonable efforts to accommodate the new date. If Photographer is available, the retainer transfers to the new date. If Photographer is unavailable, the engagement is treated as a cancellation under Section 3.1.

3.3 Cancellation by Photographer. If Photographer must cancel for reasons within its control, Photographer will refund all amounts paid (including the retainer) and use reasonable efforts to help Client find a comparable replacement. Photographer's liability for its own cancellation is limited as set out in Section 7.

3.4 Inclement weather and venue issues. Outdoor or weather-dependent portions of the Event proceed at Client's direction. Photographer is not responsible for images affected by weather, lighting, venue restrictions, or officiant or venue rules limiting where Photographer may stand or what may be photographed.

4. Photographer's Responsibilities

4.1 Standard of service. Photographer will perform in a professional and workmanlike manner consistent with generally accepted industry standards and will arrive with functioning, appropriate equipment and reasonable backups.

4.2 Backup and failure. Photographer maintains backup equipment and follows reasonable practices to safeguard images, including redundant storage after the Event. In the unlikely event of total photographic failure due to equipment malfunction, lost media, or circumstances beyond Photographer's reasonable control, Photographer's liability is limited as set out in Section 7.

4.3 Cooperation needed. Client will designate a point of contact and provide a timeline, a list of must-have group shots, and reasonable cooperation from the wedding party. Photographer is not responsible for missed images caused by incomplete schedules, missing persons, or guest interference.

5. Deliverables and Timeline

5.1 Edited images. Photographer will deliver approximately [NUMBER] edited digital images from the Event, selected and post-processed in Photographer's style, via [ONLINE GALLERY / USB / DOWNLOAD LINK].

5.2 Delivery time. Photographer will deliver a preview within [NUMBER] days and the full edited gallery within [NUMBER, e.g. 6-10] weeks after the Event, subject to reasonable extension during peak season on notice to Client.

5.3 Albums and prints. Any album, prints, or physical products included in the Package will be produced after Client approves the design. Production timelines for physical products are estimates and depend on third-party labs and suppliers.

5.4 Archival. Photographer will retain the edited images for at least [NUMBER, e.g. 12] months after delivery. Photographer is not obligated to retain raw or unedited files and may delete them at any time after delivery. Client is responsible for backing up delivered files.

6. Image Rights and Usage

6.1 Copyright. Photographer owns the copyright in all images captured under this Agreement as the author of the works, subject to the license granted to Client below.

6.2 License to Client. On full payment, Photographer grants Client a non-exclusive, royalty-free, worldwide license to use the delivered edited images for personal, non-commercial purposes, including printing, sharing with family and friends, and posting to personal social media. Client may not sell the images or license them for commercial use without Photographer's written consent.

6.3 Photographer's portfolio and promotion. Client grants Photographer a non-exclusive, perpetual license to use the images for Photographer's portfolio, website, social media, competitions, advertising, and other promotional purposes. If Client requests in writing that specific images not be published, Photographer will honor that request on a best-efforts basis.

6.4 No alteration of credit. Client will not remove watermarks (where present on preview images), alter images in a way that misrepresents Photographer's work for publication, or claim authorship of the images.

7. Limitation of Liability

7.1 Cap on liability. Photographer's total aggregate liability arising out of or related to this Agreement will not exceed the total fee actually paid by Client under this Agreement, except where a higher amount is required by applicable law.

7.2 Exclusion of indirect damages. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, including emotional distress damages to the extent permitted by law, even if advised of the possibility.

7.3 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including illness, injury, accident, acts of nature, government action, or venue closure, provided it gives prompt notice and uses reasonable efforts to mitigate.

8. General Provisions

8.1 Independent contractor. Photographer is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in

[COUNTY, STATE].

8.3 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion within [NUMBER] days of written notice of the dispute. [OPTIONAL: mediation or arbitration clause — discuss with counsel.]

8.4 Assignment. Client may not assign this Agreement without Photographer's written consent. Photographer may engage assistants and a second shooter as described above but remains responsible for performance.

8.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt, including by email where the Parties have used email to communicate.

8.6 Entire agreement; amendment. This Agreement, together with the Package, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.7 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.8 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PHOTOGRAPHER

CLIENT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE / N/A]

Title: [N/A]

Date: _____

Date: _____

If there is a second Client (e.g. both spouses sign):

CLIENT (SECOND SIGNER)

Signature: _____

Printed name: [NAME]

Date: _____

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