

## Wedding Contract and Agreement

1. I, , (here after "Client") am entering into a contract and agreement with "PortraArt.com - Waldemar Obrycki Photography" (here after; "Photographer") to provide the listed wedding photography I require, that is listed below at the listed locations and the listed times. I agree to pay the retainer fee of % of the package price to hold my Wedding Date. The Retainer Fee is normally NON REFUNDABLE. (under EXTREME PERSONAL TRAGITY or CIRCUMSTANCE a "Pro-Rated Return MAY be Allowed (See the Clause at the end of this contract for details) AT THE PHOTOGRAPHERS DISCRETION. 2. If you are signing this contract within 8 weeks of the Wedding, then 100% of the package price is due and is NON REFUNDABLE. 3. If any "extra services" are contracted, the Photographer requires those "extra services" to be paid in full at the signing of this contract and agreement. And to the balance of the package to be paid off two weeks prior to the event date.

Name of Ordered /selected/ Package  Package Price \$

The reserved package includes  photohours of photo shooting at  setup locations

• Wedding Packages offered for selection: (Preludium, Symphony, Ethude, Romantic, Premier, Elite, The StoryBook Collection, Dream Collection, Custom Choice). /Please see price list for detailed content of the packages/

Groom's Name:  Phone:

Address  E-Mail Address:

Bride and Groom's Address After Wedding:

Bride and Groom's Phone After Wedding:

Bride's Name:  Bride's E-Mail:

#1 **Bride's Get Ready Location:**

Time and Date:  Photohours:  Phone:

#2 **Wedding Ceremony Location :**

Time and Date:  Photohours:  Phone:

#3 **Reception Location :**

Time and Date:  Photohours:  Phone:

#4  **Location:**

Time and Date:  Photohours:  Phone:

#5  **Location:**

Time and Date:  Photohours:  Phone:

Total # of dispersed photohours:  Total # of ordered event shoot locations:

**Charges for additional services not included in package price:**

Charge for  extra photohours x \$175 an hour \$

Charge for  extra photoshoot locations setups x \$250 per location \$

Charge for -  \$

Charge for -  \$

Charge for -  \$

Charge for -  \$

Additional services Total \$

### Payment Schedule\*

Price of ordered	<input type="text"/>	Package (Not including Additional Services)	-\$	<input type="text"/>
Additional Services			-\$	<input type="text"/>
New Jersey 7% Sales Tax			-\$	<input type="text"/>
<b>Total Due for All Photography Services including NJ Sales Tax</b>			<b>-\$</b>	<input type="text"/>

### PAID TODAY:

Retainer	<input type="text"/>	% of the package price	-\$	<input type="text"/>
		Additional Services	-\$	<input type="text"/>
		NJ 7% Sales Tax	-\$	<input type="text"/>

### Paid Today by:

cash  , PayPal  , check  or money order  **-\$**

### Remaining Balance

shall be paid before the day  **-\$**

Payments are accepted via cash, PayPal, check and/or money order. Please make checks payable to: Waldemar Obrycki

### Packages Options:

"Preludium" Package	-	\$1,000.00
"Symphony" Package	-	\$1,500.00
"Ethude" Package	-	\$2,000.00
"Romantic" Package	-	\$2,400.00
"Premier" Package	-	\$3,000.00
"Elite" Package	-	\$3,200.00
"The Story Book Collection" Package	-	\$4,900.00
"Dream Collection" Package	-	\$6,500.00
"Custom Choice" Package	-	\$ <input type="text"/>

/itemized content of "Custom Choice" Package will be specified in amendment to this contract/

## Terms of Agreement

This agreement contains the entire understanding between Photographer and the CLIENT.  
The only way to add or change this agreement is to do so in writing, signed by all the parties.

RESERVATION: A retainer fee (  % of the ordered package price + additional ordered services total full \$ amount ) is required at the time of signing of this agreement to reserve the date of specified coverage.

PortraArt.com - Waldemar Obrycki Photography accepts money orders, PayPal or your personal check.

Please make checks payable to: Waldemar Obrycki

\* On signing of this agreement by both parties, the Photographer will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits /retainers/ are non-refundable even if the date is changed or if the wedding becomes cancelled for any reason. **As a courtesy the Photographer may choose to refund 50% of the of the retainer fee, if four months or more before wedding date notification of cancellation has been provided and the wedding date can be re-booked by the Photographer, or 25% of the retainer fees if cancelation is made 2-4 month before wedding date.** The Client shall forfeit its Deposit if the Photographer is unable to re-book the wedding date, regardless of prior notification of cancellation. **Any "extra services" that have been rendered have a no refund policy.** If the Client is changing the wedding date, the above cancellation policy would apply, as this Agreement is only valid for the wedding date listed above, Retainer is non-transferrable between wedding dates. The Photographer must be notified of any change in time or location of the wedding at least two weeks prior to the event date. Notification of any changes may be made by telephone, along with written notice sent via e-mail. It is the Client's sole responsibility to confirm all arrangements.

**CONSULTATION:** The parties agree to a pre-event consultation before the wedding in order to plan and finalize the actual shooting times, locations, and CLIENT'S requests for specific photographs. This consultation may take place by phone or in person and may occur from one to four weeks before the wedding (preferred)

**EVENT COORDINATING:** The Client should have a designated person to help keep the flow of the Wedding moving. This person should preferably not be someone in the direct Wedding party. It needs to be someone who can collect people when needed for "Special" group photographs as requested by the Bride and Groom. This person should be there to help control other guests with cameras so as not to be interfering with the group photographs.

\* It is understood and agreed that Waldemar Obrycki Photography is the exclusive photographer retained to perform photographic services requested on this contract. Others taking photographs will be permitted only at our discretion.

\* Photographer will require 1 hour for setup and 1/2 hour for dismantling of equipment prior to moving to another location . Therefore Bride and Groom entrance should be delayed until Photographer can arrive for bride/groom entrance shots. CLIENT shall be available for contact throughout the event via phone/cell.

**COPYRIGHTS:** We own the copyrights to all of our images. We trust that your honesty and integrity will prevent you from illegally copying of our works.

Until final payment for services rendered is made, all photographs produced by the Photographer are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the photographer's explicitly written permission. The photographer is allowed to use images taken under this contract for self promotion, including, but not limited to: web site advertising, print advertising, sample albums and packages, photography contests, and art displays. The client releases all claims to profits and liabilities that may arise from use of these images.

Upon final payment by the Client, limited copyright ownership of the resulting images is allowed to the Client under the following conditions:

- 1) The digital images and / or prints are the property of the Client for personal use and for the purposes of the giving of photographs to friends and relatives.
- 2) Images may be used on personal web sites /low 72 dpi resolution/ as long as a notice appears near the images stating that they were taken by PortraArt.com - Waldemar Obrycki Photography
- 3) The Client must obtain written permission from PortraArt.com - Waldemar Obrycki Photography for any other intended uses.

**LIMIT OF LIABILITY:** If the Photographer is unable to perform the terms of this Agreement due to a casualty, strike or other civil disturbance, Act of God including, but not limited to, weather, fire, road closures, traffic, terrorism or other cause beyond the control of the Parties, or due to the Photographer's illness, the Photographer shall return all monies paid by the Client, less expenses. In this event, the Photographer shall have no further liability with respect to the Agreement. This limitation shall also apply in the event Photographer's materials are damaged or lost due to events including, but not limited to: processing, camera malfunction, compact flash card malfunction, lost in the mail, or other loss or damage not attributable to the negligence of the Photographer.

Due to the limited and subjective nature of weddings, the Photographer cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by third parties and events including, but not limited to, venue restrictions, event décor, other cameras or flashes, the lateness of any party, etc. Lists of shots are not accepted unless they are groups of people/relatives for posed photographs, the list will be used for organizational purposes only. The Photographer will try to fulfill all requests but does not make any guarantees of images that will actually be produced. Also, no Client-requested image touchups or alterations are included under the terms of this Agreement.

• The Photographer shall not be held liable for any files he/she shall delete in the developing or editing process, because the file is deemed unusable (uncorrectable in editing)

• The Photographer shall not be held liable for any basic and/or advanced postprocessing to any or all files since File editing is largely based on personal taste or artistic vision of photograph.

**FEES AND SECURITY DEPOSITS:** An agreed upon deposit, (including applicable sales tax), is required at the Contract signing, to reserve the wedding date. The remaining balance is to be paid at a pre-event consultation or before it, not later than two weeks before the wedding. Fees and security deposits can be made using check, money order, cash or PAYPAL. Any additional expenses, travel expenses, additional time, special services, etc., must also be paid on a day retainer fee is paid.

\*Any returned checks are subject to a \$50.00 fee.

**TRAVEL AND MISCELLANEOUS EXPENSES:**

(The CLIENT is responsible for travel expenses as outlined below):

Distance Description of Travel Expense

20-99 miles - 60 cents per mile (round trip)

100 + miles - 60 cents per mile (round trip) + \$150 for lodging and meals

HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for moderation of guidelines is CLIENT's sole responsibility; Photographer will offer technical recommendations only. Photographer will always try for the best possible under the conditions.

COMPLETION SCHEDULE: Online proof photo gallery uploaded for view within 2-3 weeks after the date of the event. The Photographer shall deliver to the Bride and Groom any services that have been rendered.

The Wedding Album, if prepaid in the package, will not be ordered until Photographer receives the order form with the required photo's to be included. Then, please allow a 6-8 week period for the Album. These albums are made in Italy. It is well worth the wait !!

Reprints , Albums or other items (if prepaid) are to be delivered within 90 days of the completed order.

**In the event of canceling Photographer's services, any "retainer fees" may have a pro-rated return as follows: 16+ weeks (4months or more) before the reserved date equals a 50% return of the retainer fee. 9 to 15 (about 2-4months)weeks or any part there of before the reserved date equals a 25 % return of the retainer fee. 1 to 8 weeks or any part there of before the reserved date equals a 0% return of the retainer fee. Any "extra services" that have been rendered have a no refund policy.**

The Parties represent and warrant that each has read this Agreement and that each fully understands and appreciates the terms of this Agreement. The Parties agree that this Agreement is made and entered into in the State of New Jersey, and shall in all respects be interpreted, enforced and governed pursuant to New Jersey law. Any dispute arising out of this Agreement shall be litigated in the courts of Middlesex County, New Jersey. If any action is necessary between the Parties to enforce the terms of this Agreement, the prevailing party (the party entitled to recover costs of suit, at such time as all appeals have been exhausted or in the time for taking such appeals have expired) shall be entitled to recover reasonable attorneys' fees and costs, including those arising out of any appeals, in addition to any other relief that may be awarded. This Agreement shall not be altered, amended or modified by oral representation made before or after the execution hereof. All amendments or changes of any kind must be in writing, executed by all Parties

I/ we, the undersigned Contracting Party, hereby warrant that I am/ we are competent to contract in my / our own name(s). I/we confirm that I / we have read the herein Agreement prior to its execution and I / we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assigns. And, we certify that we have received a complete copy of this agreement.

### Amendments to the Contract:

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

Signed \_\_\_\_\_ Client - ( Groom  or Bride  )

Signed \_\_\_\_\_ Photographer - Waldemar Obrycki

Location \_\_\_\_\_ Date \_\_\_\_\_

- This is your day to enjoy. The Photographer will do his/her best to give you the best Wedding coverage he/she can within this contract and agreement.

[www.PortraArt.com](http://www.PortraArt.com) - Waldemar Obrycki Photography

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