

Agreement For Wedding Photography - Brockit Inc.

Client Name:

Wedding Date:

Start Time:

Duration:

Photographers: Primary () Secondary & Assistant ()

Digital rights:

Online gallery: Slideshow & Ordering (digital downloads & print)

Additional sessions: Engagement () Bridal ()

Location: (prep / ceremony / reception)

Client Phone:

Client Address:

Client Email:

Total Cost:

Deposit:

Terms and Conditions of this Contract:

ENTIRE AGREEMENT:

This agreement contains the entire understanding between Brockit Inc. and the above named Client. It supersedes all prior and simultaneous agreements between the parties in both verbal and written communication.

The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties wish to waive or alter one provision of this agreement that does not mean that any other provision is also waived.

RESERVATION / DEPOSIT:

A signed contract and reservation fee are required to reserve the specified coverage. The financial terms of this agreement are explained further. Failure to provide a reservation fee nulls and voids this contract.

PRE-EVENT CONSULTATION:

The parties agree to a pre-event consultation before the event date in order to finalize the actual shooting times, locations, changes, or extensions.



The Client will designate an individual to identify people of whom specific photographs are desired. Brockit Inc. is not responsible for missing shots of those on the VIP list if there is no one to assist in identifying these people, if the Client failed to produce a list, if the list was stolen, if they didn't show, if they are negative about being photographed, or they can't be located.

DESIGNATED APPOINTEE:

Individuals failure to appear or cooperate during photography sessions or for missed images due to details not planned or due to unusual circumstance. It is recommended that a designated appointee be assigned the duties to assist the photographer to point out important individuals for informal or candid photographs.

DIGITAL COPYRIGHTS, ARTISTIC PROPERTY:

Final payment for services rendered determines the release of the disc and photographs of the Service to the Client. No photography may be reproduced in any manner without the explicit written permission from Brockit Inc, which is in turn authorized by final payment.

Upon final payment by the Bride and Groom:

The digital CD / DVD or Prints then become the property of the Client for personal use with the following terms:

For value received, receipt of which is acknowledged, and with knowledge that the Client intends to act in reliance hereon, Brockit Inc. irrevocably gives the Client, and only the Client, the right to use all or any portion of the photographs described above in any manner, including any reproductions. The photographs may be used for personal, non-profit, non-distribution use, which includes, and is limited to both physical print and digital and electronic means, either known or unknown at this time, in perpetuity worldwide with the above restrictions. Brockit Inc. represents and warrants that Brockit Inc. is the sole copyright owner of the photographs and that the photographs will not and do not violate the rights of any third parties.

Images may be used on personal web sites with the above understanding and an acknowledgement or credit to Brockit Inc. is requested and very appreciated. Images purchased online through Brockit.com are subject to the license terms at the time of purchase.

It is understood that any and all intellectual rights to proofs, prints, digital files, and negatives remain the property of Brockit Inc.

LIMITATIONS / NEGOTIATED TIME / ADDITIONAL TIME:

The photography schedule and selected locations, equipment, participation, and pre-discussion is designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties.

START / STOP TIMES:

The agreed hourly or session photographic rate starts at the notated time on this contract. Allowances are made for unusual or catastrophic weather, personal injury, or acts of God.

CHURCH, RECEPTION, CATERING HALL RULES:

The photographer is limited by the guidelines of ceremony official or reception site management. The Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation, changes, adjustments of certain guidelines is responsibility of the Bride and, the Photographer - Brockit Inc. is to be notified of any changes.

TRAVEL FEE CALCULATION:

Travel fees are calculated on the normal expected travel distance to get to and from the main wedding site from the Hancock MI office of Brockit Inc. There is no travel charge if the wedding is within 20 miles. Travel time is computed at \$.55 / mile by ground or lowest cost available via air.

INITIAL SITE VISIT:

Brockit does not charge for visits to Pre-Event consultation, rehearsals or location planning and evaluation unless it is out of the local area. (See travel time.)

EXHIBITION:

The Client allows Brockit Inc. to exhibit selected images resulting from this assignment as an example of work, for entrance into photographic competitions and to use as sample for other photographic opportunities.

MODEL RELEASE:

The Client grants to Brockit Inc. it's legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the parties or in which the parties or their family may be included, for editorial, trade, advertising and any other purpose whatsoever and in any manner and medium; to alter the same without restriction or limitation; and to copyright the same.

GOOD IMAGERY:

Brockit Inc. will to the best of its ability make an effort to capture high quality images under a variety of lighting, location, and human variables and will use all its tools and abilities to capture high quality images to the satisfaction of the bride and groom.

Brockit may use different cameras, lenses, poses and may do several shots of the same scene because of any number of variables. Brockit is not responsible for non-photogenic subjects, moving subjects, changing human or environmental conditions that could affect the quality or composition of the images captured.

Brockit is not responsible for catastrophic equipment failure due to unforeseen incidents or acts of God. Equipment redundancy is standard operating procedure and will be put to use in the event of equipment failure.

LIMITS OF LIABILITY:

It is further understood that in the unlikely event that the photographer is injured or becomes too ill to photograph the event - 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 package.

Contracting Party hereby releases, discharges and agrees to save harmless the Photographer, its heirs, legal representatives, assigns, employees, or any other persons or corporations acting under permission or authority from Brockit Inc. from and against any liability as a result of any misinterpretation of preference, distortion, blurring or alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in the taking, processing or reproduction of the photographs

Brockit Inc. takes the utmost care and with respect to the delivered product. However, if the disc or files of photographs have been lost, stolen, or destroyed for reasons beyond control, liability is limited to the return of all payments received for the event package.

SECURITY DEPOSITS:

In the event of cancellation the security deposit paid is non-refundable. If another wedding is contracted for that date the deposit may be refunded by Brockit Inc. if the reasons for cancellation are substantial and verified.

CHANGE OF DATES:

If the agreed date is problematic and another date is available there is no problem. If there is a conflict the deposit is not refunded.

FEES:

Prior to the conclusion of the wedding Brockit Inc. will be paid in full for services rendered unless other agreements have been made. The processing of the CD / DVD, film should be completed approximately two (2) to six (6) weeks after event. Any special shipping costs will be paid for by the client.

SIGNATURE:

_____ I , the undersigned Contracting Party and Client, hereby warrant that I am competent to contract in my own name. I confirm that I have read the herein agreement prior to its execution and I am fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assigns.

Signature of Contracting Party: _____ Date _____

Thank you & congratulations from Brockit Inc!

Adam Johnson
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