

SEAN HOFFMAN PHOTOGRAPHY

WEDDINGS PORTRAITS EVENTS

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www.seanhoffmanphotography.com

A. Wedding Date & Location _____

B. The Bride

Name _____
Address _____
City _____ State _____ Zip _____
Phone _____ Email _____

C. The Groom

Name _____
Address _____
City _____ State _____ Zip _____
Phone _____ Email _____

D. Signatures

The parties have read all pages of this contract and agree to all of the terms and conditions.

Bride _____ Date _____
Groom _____ Date _____
Sean Hoffman _____ Date _____
Michael Brinkerhoff _____ Date _____

E. Services and Products

Product or service	Description	
Coverage Plan		
Optional Extras		

F. Payment Info

Subtotal	
Total	
Retainer (1/3 or 33% of Total) Due upon contract agreement (G2)	
Balance Due Due 14 days before the wedding date (G2)	

G. Terms and Conditions

This photography contract is between Sean Hoffman Photography (hereinafter "SHP" or "Photographer") and _____ (hereinafter "Client") relating to their wedding that will take place in _____ (Location) on _____. (Wedding Date)

1. Exclusive Photographer

SHP shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding day. Family and friends will be permitted to photograph at the wedding as long as they do not interfere with our duties and do not photograph poses arranged by the Photographers.

2. Retainer and Payment

The Client shall pay a retainer of one third of the total package price to secure the services and product specified herein. Upon signing this contract the amount of the retainer shall be applied to reduce the total balance of the package. The final balance must be paid in full 14 days before the event.

3. Cancellation or Postponement

If The Client should cancel the event for any reason, the retainer will not be refunded. If canceling this contract the Client must notify the Photographer in writing. To consider a date change, the Photographer must first receive a written release of the current contracted date, which will null and void this written contract. If the Client needs to change the event date all monies paid will transfer to the new date per a newly written and signed contract if that date is available for the Photographer. The new date must be within six months of the original date or the new contract will be subject to the Photographer's current rates. If the new date is unavailable with the photographer the contract will be cancelled and the retainer will not be refunded.

4. Photographic Materials

All photographic materials, including but not limited to the digital files, shall remain the exclusive property of SHP. If an agreement is reached between the two parties to purchase the digital files, we reserve the right to still maintain possession of our own original set of files. If digital files are purchased SHP will still hold the copyright to all images.

5. Copyright and Reproductions

SHP shall own the copyright for all images created at the event and shall have exclusive right to make reproductions. SHP shall only make reproductions for the Client or for the Photographer's portfolio, studio samples, self promotions, entry in photographic contests or exhibitions, instructional purposes, editorial use, or for within or on the outside of SHP studio. Any such use will be judicious and consistent with the highest standards of taste and judgment. If the Photographer desires to use images for uses other than those specified above, SHP shall not do so without first obtaining written permission from the Client.

6. Client Usage

The Client is obtaining photographs for personal use only and shall not sell prints or authorize any reproductions by parties other than SHP. A photographers release form is provided to give the client permission to make prints for personal use only. The photographers release form is for the Client and is not to be used by any other parties. If the Client is obtaining a print for a newspaper

announcement of the wedding, SHP authorizes the Client to reproduce the print in this manner. In such event, the Client shall request that the newspaper run a credit to "Sean Hoffman Photography" with the image, but shall have no liability if the newspaper refuses or omits to do so. It is a violation of federal copyright law to allow photographs taken by SHP to be reproduced or altered in any manner including but not limited to electronic scanning via personal scanner, "screen capturing," or reproduction via photo lab or self service kiosk.

7. Failure to Perform

If the Photographer cannot perform this agreement due to fire, casualty, act of God, illness, or any other cause beyond the control of the Photographer then SHP shall return all monies paid and shall have no further liability with respect to this contract. This limitation of liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event that SHP fails to perform for any other reason, SHP shall not be liable for any amount in excess of the value of the Client's package.

8. Photographer Substitution

In the extremely unlikely event of severe personal illness or other extreme Acts of Nature beyond the control of SHP which precludes the Photographer from performing the duties of coverage SHP will attempt to arrange for a substitute photographer of high qualification, per Client approval of said photographer. The Client and SHP both assume the risks and dangers of the photographer's travel and if the extremely unlikely event that a last-minute Act of Nature or travel disaster occurs while SHP is en route to the event the Photographer will refund the client all monies paid, less the retainer.

9. Inherent Qualities

The Client is aware that color dyes in printed photographic materials may fade or discolor over time due to the inherent qualities of the dyes and chemicals. The Client releases SHP from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

10. Standard Price List

The charges in this contract are based on SHP's standard price list. This price list is adjusted periodically and any future orders or additions to this contract shall be charged at the prices in effect at the time when the order is placed or change requested. Album and print orders require full payment in advance.

11. Proofs and Custom Prints

Proof images are images that have not been edited or adjusted in any way. Proof images are used for the proof magazine, online proofing, and proof books. Custom prints include a variety of techniques to create the Photographer's interpretation perfect print. Steps taken may include and are not limited to: realistic retouching, blemish removal, selective toning of colors, tonal adjustments and color enhancements, removal of distracting elements, etc. Custom prints are included in wedding albums, custom books, custom prints and enlargements.

12. Officiant and Venue Restrictions

The Photographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that SHP will abide by such guidelines or rules and that they are outside the control of SHP. The Client agrees to hold SHP harmless for the impact such guidelines or rules may have on the resulting photographs.

13. Requested Photos

While SHP will make every reasonable effort to take specifically requested photos, the Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, SHP cannot guarantee that any particular requested photo will be taken.

14. Artistic License

SHP shall be granted full artistic license in relation to the poses photographed and the locations used. The Photographer will not be held responsible for the lack of coverage caused for the following reasons: The Bride, Groom or wedding party not being on time, members of the wedding party or family are unavailable when called on for a posed photograph, if the wedding is running late or if restrictions regarding photography at the desired location of the wedding are in force. The Client understands that SHP does not photograph from a "shot list" throughout the wedding day. The hallmark of SHP's photographic approach is non-posed, journalistic coverage of actions in real time. Long lists and frequent request for posed photographs by the Client or wedding attendees reduce the capability to explore and obtain photographs of genuinely occurring moments. The Client acknowledges that they have been shown a complete set of wedding images and they understand that SHP will produce images of like quality and style from their wedding.

15. Event Food Service

A meal is required for the SHP photography team for events 6 hours or longer. If no meal is provided, it is understood that the Photographer will leave the event to purchase a meal.

16. Shipping and Handling

Shipping and handling charges will be billed if Client is unable to pick up proofs, prints, albums, digital negatives, etc. at SHP studio.

17. Miscellaneous

This contract incorporates the entire understanding of both parties. Any modifications to this contract must be in writing and signed by both parties. Any adjustments to this contract cannot reduce the total overall dollar value. This contract shall be governed by the laws of the State of Oregon.