

J. GRANITA

PHOTOGRAPHY

"I DON'T WANT TO BE EVERYBODY'S PHOTOGRAPHER, JUST YOURS"

WEDDING PHOTOGRAPHY AGREEMENT

This agreement is between Joe Granita/J. Granita Photography, hereinafter referred to as Photographer, and the Bride and Groom, hereinafter referred to as the Clients with the wedding as detailed below:

WEDDING DATE:

BRIDES NAME:

ADDRESS:

E-MAIL:

PHONE NUMBER:

GROOMS NAME

ADDRESS:

EMAIL:

PHONE NUMBER:

CEREMONY TIME AND DATE:

WEDDING LOCATION:

ADDRESS:

RECEPTION TIME & DATE:

RECEPTION LOCATION:

ADDRESS:

Initials: _____

Description of Services, Prices & Fees: Joe Granita / J. Granita Photography will furnish photographic coverage of the wedding on the above date. Coverage selected is described on the price list in effect at the date of this contract:

Coverage Hours and Price: _____

Coverage includes:

Additional coverage @ \$100 per hour

Coverage will begin _____ hours prior to the start of the ceremony and continue for the number of hours purchased, starting at the agreed upon time with no lapse in time frames. (example: taking photos of girls getting their hair done at 8:00 am and not getting ready for ceremony until 1:00pm) The on line gallery will be delivered not later than 90 days after the date of the wedding.

Payment: A deposit in the amount of 1/3 of the total wedding cost is due and payable at the time the contract for services is signed.

This holds the date of your wedding exclusively and is NON-REFUNDABLE.

The balance is due no later than 30 days prior to the date of the wedding. Payments can be made at anytime in any amount so long as it is paid in full 30 days prior to the date of the wedding.

In the event the Clients fail to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid and not attend this event. Returned checks will be assessed a \$50 non-sufficient funds fee and all future purchases/payments must be paid by Cashier's Check or cash. Unless the contract is canceled, the deposit shall be applied to the photography fee total.

If for any reason Clients cancel this contract before the wedding date, Photographer will keep the deposit. Cancellation must be made in writing, signed by Clients and sent via Certified Mail by the United States Post Office to 6280 Swartz Rd, Dansville, New York 14437 postmarked no later than 31 days before the wedding date. If Clients fail to supply written cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Clients shall be required to pay the full balance due.

Responsibilities: While Photographer will make every reasonable effort to take photos specifically requested by Clients, Clients understand that this is an uncontrolled event and that due to the unpredictabilities of the weather, available light, time restrictions and the willingness of subjects, Photographer cannot guarantee that ALL requested photographs will be taken.

Initials: _____

Clients may assign one family member or friend (not in event party) to point out key people to Photographer during the event.

Designated family member/friend name and phone number:

Clients will prepare a written list of specific photographs they would like taken and submit to photographer with this agreement (be specific-first and last names). Photographer and Clients agree to a pre-event consultation before the event date to finalize the actual shooting times, locations, event procedures and special requests for the specific photographs.

Joe Granita / J.Granita Photography will be the exclusive professional photographer(s) hired by the Clients for the purpose of photographing the wedding. Family and friends of the Clients are welcome to photograph the wedding as long as they will not interfere with Joe Granita / J. Granita Photography duties. Interference may not be edited out.

Photographer takes the utmost care with respect to exposure, transportation and processing the photographs. However, in the unlikely event that all the photographs have been lost, stolen, damaged or destroyed for reasons beyond Photographer's control, Photographer's liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the package selected, based on the percentage of originals lost.

If Photographer or his agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems and if he cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Clients and Photographer shall have no further liability with respect to this agreement.

Coverage: Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the Clients. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the Photographer to be substandard or duplicated may be edited out. The Photographer will use his professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be available to the Clients.

All fees and expenses are included for weddings within 50 miles of Dansville, New York. Joe Granita / J. Granita Photography is available for weddings outside that area for which the current federal mileage rate will be applied.

Initials: _____

Website/Ordering/Downloading: Photographs of the wedding will be available on the Photographer's website (password protected) within 90 days after the wedding date and will remain on the website for 90 days.

Meals: In order for the Photographer to make arrangements for him and his associate, they request information about whether meals will be provided. (Please Do NOT feel obligated, Photographer just needs to plan accordingly.) _____ Yes _____ No

Copyrights and Reproduction: All photographs taken by Joe Granita / J. Granita Photography are the sole property of Joe Granita / J. Granita Photography and are protected by United States Copyright Laws (U.S. Code Title 17). The Photographer shall retain the copyrights in perpetuity, regardless of possession or ownership of photographs, digital files or any other format of reproduction. Clients may not reproduce images in any manner without Photographer's explicit written permission.

Model Release: This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners without restriction as to changes or alterations, for advertising, trade, promotion, exhibition or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Joe Granita / J. Granita Photography. Client waives any right to inspect or approve the photographs, finished versions incorporating the photographs or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Clients, their legal representatives, heirs and assigns. Clients recognize and agree that the Photographer may reproduce, publish (including internet), exhibit and otherwise use images created without specific identification of persons or events as samples of work to be shown to prospective clients, for instructional purposes and as samples of work to be displayed for marketing or competition.

Agreement: This agreement is not valid until it is signed by the Clients and the Photographer and has been received with the payment of the deposit as specified by the payment terms. This is a binding contract and incorporates the entire understanding between the Clients and Joe Granita /J. Granita Photography.

Any modifications of this contract must be in writing, signed by all parties and attached to the original agreement. Each person signing below will be fully responsible for ensuring that full payment is made according to the terms of this contract. The Laws of the State of New York shall govern this Agreement and any resulting arbitration shall take place within Livingston County, New York. Clients assume responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary.

Initials: _____

In event that any part of this contract is found to be invalid or unenforceable, the remainder of this contract shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this contract shall not constitute a waiver of any other portion or provision of this contract.

Read and initial all pages, sign last page and return. Both bride and groom must sign. The photographer is not responsible for mistakes due to missing or incorrect information.

_____ Date
Bride's Signature

_____ Date
Groom's Signature

_____ Date
Joe Granita / J. Granita Photography, 6280 Swartz Rd, Dansville, New York, 14437

Payment Details: Total fee for this wedding: \$ _____

DEPOSIT of \$ _____ **due upon signing.**

Balance of \$ _____ Due by _____ .

Initials: _____

