Ron Darmanin

**556 Pleasant St.**

**Leominster, MA 01453**

**978-537-0526 1-978-764-6941 cell**

**WEDDING PHOTOGRAPHY CONTRACT**

**1. WEDDING PHOTOGRAPHY ORDER:** This signed Contract constitutes an order for wedding photography in the form of photographs, proofs, albums and image files. There are no oral or other agreements of the parties hereto and this Contract constitutes full and complete understanding and agreement between the Client and the Photographer.

**2. LIMIT OF LIABILITY:** Although care will be taken with the image files and photographs taken of the Wedding Day, Photographer limits any liability for loss, damage or failure to deliver photographs for any reason on behalf of Photographer, agents, assigns or licensees for their nonperformance caused by any force or similar circumstances, illness, accident or any cause beyond their control; nor for the loss or damage of any photographic materials, whether in transit or in developing to return of all money paid by Client. In any event, the limit of Photographer's liability shall not exceed the contract price stated herein.

**3. OFFICIAL PHOTOGRAPHER(S):** It is understood that other photographers may take photographs at any time as long as they do not interfere with official photographer(s) photographing events.

**4. OWNERSHIP OF IMAGE FILES:** It is agreed that ownership of the image files will transfer to the Client,

**5. DISPLAY PROMOTION:** It is agreed that the Photographer may display and use photographs from Wedding Day for advertising, display, website and internet promotion, photographic contests, bridal shows, public display as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purposes thought proper by the Photographer.

**6. RESERVATION DEPOSIT & PAYMENT SCHEDULE:** Upon signature, Ron Darmanin reserves the time and date agreed upon and his photographers will not make other reservations for that time and date. For this reason, the Reservation Deposit of $200.00 is non-refundable. If the date is changed and our photographer(s) are available the deposit will be transferred. Reservation Deposit is to be paid at time of parties signing this contract. Reservation Deposit is applied towards the contracted wedding photography package upon completion of this Contract. Client understands and agrees that the **50% owed for the wedding photography package described in this Contract is due no later than the day of the Wedding**. The Photographer(s) will NOT photograph the Wedding Day described on this Contract with no liability to Photographer(s) and loss of Reservation Deposit by Client. **The balance of payment owed is due before the gallery link is shared.**

**7. INDEPENDENT CONTRACTOR:** This Contract is not to be construed as an employment agreement in any way. The Photographer functions as an independent contractor.

**8. GOVERNING LAW OF CONTRACT:** This Contract shall be governed by the laws of the State of MA.

**9. CANCELLATION:** In the event the Client must cancel the contracted services for wedding photography on this Contract, the Photographer agrees to refund all money paid, excluding the Reservation Deposit of $200.00. Photographer will provide receipts to Client for all money paid.

**10. ALTERNATE PROFESSIONAL PHOTOGRAPHER:** In the event Ron Darmanin Photographer(s), cannot perform due to illness, injury, or any other cause beyond his control, the Photographer agrees to provide an alternate photographer to perform under this Contract. The Photographer warrants that the alternate photographer is a competent and experienced

wedding photographer.

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| **Bride Name & Address:**   |  | | --- | |  | |  | |  | |  |   Phone:  Cell  E-mail | | | **Groom Name & Address:**   |  | | --- | |  | |  | |  | |  |   Phone:  Cell:  E-mail: |
| **Bride Getting Ready:**  Time:  Location:  Phone: | | | **Groom Getting Ready:**  Location   |  | | --- | |  |   Phone: |
| **Wedding Ceremony:**  Date:  Wedding Time:  Location:  Phone: | | | **Reception:**    Time:  Location: |
| **Package:** |  |  | **Modifications:**   |  | | --- | | Additions: |  |  | | --- | | Deletions: | |
| Price: |  |
| Additions: |  |
| Deletions: |  |
| Sub-Total: |  |
| Tax: |  |
| Total: |  |
| Deposit: |  |
| Balance: |  |

Contracting party\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Darmanin Photography\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_