



PO Box 834 Osceola WI 54020

tellastorybbc@gmail.com

Wedding Contract

Bride: _____ Email: _____ Phone _____

Groom: _____ Email: _____ Phone _____

Mailing Address: _____

Wedding Date _____ Time Start _____ to End _____

Address Wedding Location: _____

Address Reception Location: _____

Photography Package Details:

Package Inclusions:

Engagement Session _____
 Additional Hours _____
 Travel _____
 Special Retouching _____
 2nd Photographer _____

“Rock” the Dress Session _____
 Custom Albums _____
 Proof Book(s) _____
 Parent Album(s) _____
 Print Credit _____

Color Conversion Preferences:

B/W, Sepia, Antique, Splash

Total Wedding Day Package \$ _____

Deposit Paid (date _____) \$ _____

Balance due **30 days PRIOR** to wedding date \$ _____

This contract is between TellaStory Photography (Rebecca Walstead) and the above stated client, for the contracted date. The non-refundable deposit of \$400.00 has been collected today and will be deducted from the chosen package. The balance is due 30 days PRIOR to the wedding day. Rebecca (& assistant) will perform the number of hours, for the above stated price. All original pictures shall remain property of TellaStory Photography. Prints and enlargements are available. In Coordination with TSP Terms & conditions review the attached form.

Signature _____ Date _____

Signature _____ Date _____

This is a legally binding contract for photography services to be provided by Rebecca/TSP and/or individuals subcontracted to do work for Rebecca/TSP. You agree to the following terms and conditions:

- 1. Exclusive Photographer:** the photographer shall be the exclusive photographer retained by the client for the purpose of photographing the wedding. Family and friends of the client shall be permitted to photograph the wedding as long as they shall not interfere with the photographer's duties and do not photograph poses arranged by the photographer.
- 2. Deposit and Payment:** The client shall make a deposit to retain the photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and client shall pay the balance due. If the client refuses to pay within thirty days of this order, client shall be in default hereunder and shall pay 5% interest on the unpaid balance until payment is made in full.
- 3. Cancellation:** If the client shall cancel this Agreement thirty or more calendar days of the wedding date and if the photographer does not obtain another assignment for that date, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.
- 4. Copyright and Reproductions:** The photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contest or art exhibitions, editorial use, or for display within or on the outside of the photographer's studio. If the photographer desires to make other uses, the photographer shall not do so without first obtaining the written permission of the client.
- 5. Clients' usage:** The client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the photographer. If client is obtaining a print for newspaper announcement of the wedding, photographer authorizes client to reproduce the print in this manner. In such event, client shall request that the newspaper run a credit for the photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.
- 6. Failure to Perform:**
Due to the limited and subjective nature of the event TellaStory Photography cannot be held responsible for requested photographs not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The photographer is not responsible for lost photo opportunities due to any kind of equipment malfunction, the lateness of the event couple, or other principles. The Photographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to Rebecca will be used for organizational purposes only and in no way represents photography that will actually be produced. TSP/Rebecca will do its best to fulfill all requests but can make no guarantees all images will be delivered. Clients are responsible for all location fees and permits.
- 7. Unforeseen Circumstance Clause:** if the photographer cannot perform this agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to photographer's illness, then the photographer shall return the deposit to the client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer. In the event the photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the clients order.
- 8. Photographer:** The photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
- 9. Photographers Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- 10. Event Food Service**
Wedding couple does or does not agree to provide a meal for <Photographer Name> and those employed by photographer.
Yes: _____
No: _____
No. of Meals: _____
- 11. Miscellany:** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provisions of this Agreement. This Agreement shall be governed by the laws of the State of Wisconsin.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE RECEIVED, READ, AND UNDERSTAND THIS AGREEMENT'S CONTENTS.

Permission is hereby granted to Rebecca/TSP to use any images created under this contract for professional samples, displays, internet website pages, advertising, exhibitions, contests, and any other purpose. The laws of Wisconsin shall govern this agreement.

I understand and agree to all of the above: Contracting Party

Signature _____ Date _____

Signature _____ Date _____

Photographer _____ Date _____



