



Esquire Photography

Esquire Photography
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Wedding
Photography
CONTRACT

Engagement Sitting _____ Photographer _____ Date & Time of Wedding _____

Bride _____ **Groom** _____
Primary Residence _____
City _____ St. _____ Zip _____
H: Phone _____ Wk: _____ C: _____
Bride's Email _____ Groom's Email _____
Occupation _____ DOB _____ Occupation _____ DOB _____

Bride's Parents

Groom's Parents

Name _____ Address _____ City _____ St _____ Zip _____ Phone _____ Email _____
Name _____ Address _____ City _____ St _____ Zip _____ Phone _____ Email _____

Pre-ceremony Photo Location _____ Start Time _____
Address _____

Ceremony Location _____ Start Time _____ End Time _____
Address _____

Reception Location _____ Start Time _____ End Time _____
Address _____

Relatives in attendance: (CIRCLE THOSE APPLICABLE)

Bride M D B S GM GF STEP DAD STEP MOM

Groom M D B S GM GF STEP DAD STEP MOM

Payment History

\$ _____ Total Charges
\$ _____ Additional Services
\$ _____ Total Balance Due
\$ _____ Initial Retainer *Date paid:* _____
\$ _____ 2nd Installment (60 days prior to wedding) *Date paid:* _____
\$ _____ Balance due (1 week prior to wedding) *Date paid:* _____

Package Name & Additional Services

PLEASE MAKE CHECK PAYABLE TO: **ESQUIRE PHOTOGRAPHY**

I agree to pay the fees required and all the terms and conditions:

Signature _____



Esquire Photography

AGREEMENT FOR WEDDING PHOTOGRAPHY

Thank you for requesting Esquire Photography to provide professional wedding photography for your wedding. We ask you to sign, date, & return this contract to us acknowledging our terms & conditions in advance. This procedure alleviates any surprises for all parties involved when the event begins. When we receive the proper signatures & retainer, Esquire Photography will reserve the time & date of the wedding & will not make other reservations that conflict. For this reason, all payments and retainers are non-refundable, even if the date is changed or event/project is cancelled for any reason.

This contract will constitute as an order for wedding photographs, albums, prints and various items and services related to the wedding. The final photographs will be sent to you up to but no later than 12 weeks (60 business days – not including holidays) after the wedding date (not including albums or other 3rd party items).

Please initial the following:

____ It is understood that the client is provided usage rights only. All Print, Electronic, Commercial, Editorial, Non-Editorial, Advertising, Marketing & all similar must meet the mandatory copyright protection/credit line of "Copyright © Esquire Photography" to adhere to the terms and conditions set forth in this contract. If used on the Internet (website, blog or similar), a credit line of "Copyright © Esquire Photography" and a hyperlink to Esquire Photography (<http://www.esquirephotography.com>) must accompany each photo along with the credit line. All proofs, sample prints, negatives and digital files remain the copyrighted intellectual property of Esquire Photography and may be used for advertising, display or any purpose thought proper by Esquire Photography.

____ It is understood that no other photographer (student, amateur, semi-professional or professional) shall be allowed to photograph, direct or instruct wedding party during the event & that any breach of this agreement will constitute a reason for non-completion of the event with no liability to Esquire Photography & loss of all monies by signing party unless agreed before event begins.

____ We request that guests and professional Videographers NOT take pictures of our set up/posed groupings; doing so may delay the process and effect or ruin the outcome of your photographs (e.g.: their flash or light-source overexposing our photograph).

____ Due to the fact that weddings and weather are uncontrolled events, we cannot guarantee any specific photograph or pose. We will however, attempt to honor special requests. Esquire Photography is not liable or responsible for any photos not taken of necessary parties involved in the wedding if they are not present, late or unaccounted for &/or non-cooperation of adults, children & pets.

____ Review and Selection: Images photographed on the day of the wedding will be digitally captured and recorded on CD/DVD or other media relative to current viewing practices. You will be able to make additional copies of the media and distribute them accordingly. Federal Copyright Laws protects these images (See Terms and Conditions).

____ Album Orders: Using proprietary design techniques & software, Esquire Photography will custom design your wedding album. Album orders will include choice of photographs hand selected by the client (And/or Esquire Photography and with special instruction, if any) & these are made following inspection of the captured images. One (1) design alteration session is included with Fine Art & Leather albums. If the client requests an additional design session, a \$250.00 fee will apply. To begin construction of the album(s) a retainer of 1/2 of the album balance is required & the balance due 1 week prior to delivery. Orders placed after 2 months will be priced at the studios currently published prices, which may be greater (typically billed at \$100.00 per hour). Following the notification of completion of order, unpaid balances will be subject to a 2.5% monthly service charge. We are not responsible for albums left unclaimed after 30 days. Items not claimed & picked up after 30 days may be used for stock and studio display and monies paid will be forfeited. Delivery of Esquire Photography hand assembled album(s) is ordinarily within 9-12 weeks after the receipt of the order. This time may vary based upon the size and style of the album(s).

____ Pricing: Package pricing is defined on page one. All prices quoted for professional services and photographs are valid for a period of two months prior to the date of the wedding. Album orders placed after two months following the wedding are billed at the studios currently published prices, which may be greater. Overtime for David Esquire is \$250 per hr. & Associate at \$175 per hr. which is due up to 2 weeks prior to delivery.

____ Payment Procedures: 50% retainer due at contract execution, 25% due 60 days before wedding & final 25% balance due 1 week before wedding. Please inquire if other arrangements would best suit your needs.

____ Dishonoured Checks: A \$100.00 fee will be applied to any outstanding balances for a returned check. This \$100.00 fee does not include any and all bank and other penalties that Esquire Photography may incur due to a returned check. All Post Production on all photography will be halted until balances, fees and penalties have been paid for in full by the client. Should a check be returned, the client will be responsible to pay for balance of services in cash or cashiers check.

____ Rush Fees: Standard 100% of gross cost of project

____ Travel & Living (If Applicable): Billed at Cost to the Client. If out of state travel is needed, airfare and hotel fees need to accompany the wedding deposit to ensure best pricing & all other Travel & Living costs to be reimbursed up to two weeks prior to delivery of photography.

____ Meals: A meal shall be provided to Esquire Photography at the *beginning* of meal service when Client is served if assignment is more than 4 hours. If Client does not provide such meals, then Client agrees to reimburse Esquire Photography for meal expenses for Photographer & crew.

____ Policies & Fees: Client is responsible for any & all policy adherence or fees required by the venue or location (shooting permits, parking, etc.). If the fees are known in advance of the wedding, they will be added to the package price and all unknown fees will be billed up to two weeks prior to delivery of wedding photography.



Esquire Photography

TERMS & CONDITIONS

- A. Definitions:** "Photographer" refers to David Esquire and/or Esquire Photography. "Client" refers to _____ or persons named above, its representatives, successors, assigns, agents & affiliates.
- B. Payment:** FULL/FINAL PAYMENT MUST BE RECEIVED BY PHOTOGRAPHER UP TO BUT NO LATER THAN 1 WEEK PRIOR TO WEDDING.
- C. Timing:** This contract is valid for one hundred (100) years from date of final signature on contract. Usage of photos after the one hundred (100) years has expired is negotiable between photographer & client.
- D. Mandatory Copyright Protection/Credit Line (Photo Usage):** For Print, Electronic, Commercial, Editorial, Non-Editorial, Advertising, Marketing & all similar use, a mandatory credit line in the form "Copyright © Esquire Photography" in type no smaller than that of related text must appear adjacent to or within the photograph(s) or client is held in breach of contract & in violation of all intellectual property laws & (not limited to) the Digital Millennium Copyright Act (DMCA). If used on the Internet (website, blog or similar), a mandatory credit line of "Copyright © Esquire Photography" and a link to Esquire Photography (<http://www.esquirephotography.com>) must accompany each photo along with the credit line. In the event that an infringement is discovered, you will be notified & invoiced at the minimum 10X the STANDARD FEE for unauthorized usage &/or prosecuted for the Copyright Infringement in the US Federal Court where you will be subject to a fine of \$150,000.00 US statutory damages as well as all court costs & attorney's fees. Client acknowledges that such is fair & reasonable for photographer's loss of recognition & lack of copyright protection resulting from lack of, or improper, copyright notice/credit line.
- E. Indemnity:** Client hereby indemnifies & holds Photographer harmless against any & all liabilities, claims, & expenses, including reasonable attorney's fees, arising from Client's use of Photographer's work. Client assumes insurer's liability (a) to indemnify Photographer for all loss, damage, or misuse of any photographs: & (b) to return all photographs prepaid, fully insured, & undamaged, by bonded messenger or overnight delivery service.
- F. Default:** In the event of non-payment or other breach of this Agreement by Client, Client shall pay all of Photographer's costs & expenses incurred in connection with enforcement of the terms of this agreement, including Photographer's reasonable attorney's fees.
- G. Releases:** Photographer is not responsible for obtaining model, property, or other releases in connection with any of the photographs licensed herein unless specifically stated herein. Esquire Photography and all its officers, employees and agents are hereby held harmless against all suits, actions, claims, costs or demands for death, bodily injury, and property damage, unless the injury or damage is caused by the willful misconduct or gross negligence of Esquire Photography personnel during its presence during the event/project.
- H. Miscellaneous:** Client may not assign or transfer this license. No alterations may be made in any of these provisions without the express written consent of Esquire Photography and client understands the terms and conditions of the contract may be updated at anytime by Esquire Photography without notice.
- I. Reshoot:** Client will be charged 100% fee & expenses for any reshoot required or requested by Client. For any reshoot required because of an act of God or the fault of a third party, Photographer will charge no additional fee & Client will pay all expenses. If Photographer charges for special contingency insurance & is paid in full for the shoot, Client will not be charged for any expense covered by insurance. A list of exclusions from such insurance will be provided on request.
- J. Equipment:** Camera equipment of is top quality & in top condition, but that as equipment, it is subject to malfunction at any point in time. Esquire Photography is not responsible for any pictures or products that are below the normally accepted business practices or photo loss on account of said equipment malfunction. Client hereby acknowledges same & absolves Esquire Photography from any & all liability arising out of an equipment malfunction and/or failure. Esquire Photography & Client agree that Esquire Photography is not responsible for any other damages, emotional or otherwise.
- K. Photo Finishing:** Esquire Photography will provide at it's own discretion basic initial finishing to photographs from event/project – which may include but not limited to adjust light balance, exposure, colour levels, sharpening, removing of dust & crop for best composition. Any additional photo retouching (e.g.: wrinkles, acne, blemishes, razor-burn, dark circles under the eyes, and similar) requested by the client is billed to the client at an industry rate of \$150.00 US per hour. The request must be submitted in writing via email or letter & approved by Esquire Photography. Esquire Photography will determine the required number of hours needed to complete requested additional photo retouching, timing to complete request & notify the client of the dollar amount needed before proceeding. Esquire Photography will proceed after a 50% retainer has been placed with the 50% balance due 1 week prior to completion.
- L. Cancellations:** Cancellations & postponements: Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of Photographer's fee. If notice of cancellation is given less than two (2) business days before the date of event/project, Client will be charged 100% fee. Weather postponements: Unless otherwise agreed, Client will be charged 100% fee if postponement is due to weather conditions on location & 50% fee if postponement occurs before departure to location.
- M. Governing Law:** This agreement incorporates by reference Articles II & III of the Uniform Commercial Code now in existence, in the State of California, & the Copyright Act of 1976 as amended. This agreement shall be deemed to be a contract made under the laws of the United States of America & the State of California & for all purposes shall be interpreted in its entirety in accordance with these laws. Client specifically & irrevocably confers personal jurisdiction over it by the courts of the State of California or the United States District Court for the District of the State of California. Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue & forum non-convenience. In the event/project of any award or judgment in favor of Photographer, or any settlement between Photographer & Client, arising from effecting & protecting Photographer's rights & benefits hereunder &/or any aspect of this agreement, Client shall pay all costs & expenses incurred by Photographer &/or Photographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration & court costs, associated expenses, & legal interest on such award, judgment, or settlement.
- N. Independent Contractor:** Esquire Photography is retained by Client only for the purpose of, & to the extent set forth in, his Agreement, Esquire Photography's relationship with Client during the term of this Agreement shall be that of an independent contractor. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between Esquire Photography & Client. Esquire Photography may represent, perform services for, or be employed by such additional clients, persons or companies as Esquire Photography sees fit. Esquire Photography shall have the right to select the means, manner & methods performing the services pursuant to the terms of this Agreement. Esquire Photography may, at Esquire Photography's sole cost & expense, use employees of other subcontractors to perform the services set forth in this agreement.
- O. Intellectual Property.** Client agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights to Esquire Photography or its affiliates (collectively, the "Trademarks"), (b) ownership of all such Trademarks shall remain the property of Esquire Photography or its affiliates, as the case may be, & (c) Client will not use any Trademarks under any circumstances without the prior written consent of Esquire Photography or its affiliates which consent Esquire Photography or its affiliates may withhold in their sole & absolute discretion. The intellectual property may not be copied to another computer, transmitted, published, reproduced, stored, manipulated, projected, or altered in any way, including without limitation any digitization or synthesizing of the images, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known, without the written permission of Esquire Photography and payment of a fee or arrangement thereof.



Esquire Photography

MODEL RELEASE

Notwithstanding the foregoing, the parties agree that Esquire Photography may reproduce, publish, or exhibit a judicious selection of such photographs as samples of photographic work to be shown to prospective clients in the form of in-studio displays, advertising, website & for instructional or institutional purposes consistent with the highest standards of taste & judgment.

For the good and valuable consideration, receipt of which is hereby acknowledged, I consent that Esquire Photography, his legal representative, successors or assigns, shall have the absolute right & permission to copyright, publish, use, sell, or assign any photographic portraits of me taken on this or any subsequent dates, whether apart from or in conjunction with my own fictitious name, or thereof, in color or otherwise. I waive any claim I might have in connection with Esquire Photography's use of the photos & my name as described herein, including claims for invasion of privacy and libel.

I hereby release, discharge, and agree to save harmless their legal representative or assigns and all persons acting under the permission or authority or those for whom they are acting, from liability by virtue of any blurring, distorting, alteration, optical illusion, or use in composite form whether intention or otherwise, which may occur or be produced in the taking of a said picture and the publication thereof.

I hereby waive any right that I may have to inspect and or approve any finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied and understand the Esquire Photography is the sole judge of which photos are approved for use.

By signing below, I hereby represent & warrant that I am of full age (not under 18 years of age), I am not party to a contract, agreement or understanding which prevents me from entering into this agreement and have every right to contract in my own name in the above regard. I state further that I have read the above authorization and release prior to the execution, and that I am fully familiar with its contents. I am of full legal age and have read and fully understand the terms of this release.

There are 4 pages to this agreement.

Client _____ Date _____ Legal ID _____

Facsimile signature deemed to be original. Acceptance of contract terms by the client.

If a minor (under 18 in the US):

I am the parent or legal guardian of the above mentioned minor and have the legal right and authority to execute the above release on behalf of the minor.

Signed: _____ Print Name: _____

Relationship: _____ Date: _____ Legal ID _____

Date _____
Facsimile signature deemed to be original. Authorized agent for Esquire Photography.

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A Riot of Colour in a Grey World
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