

Kelly Mottl Wedding Photography Contract

W238 N6526 Elmwood Ave. • Sussex, WI 53089 • 262-442-5133



Wedding Information

Wedding Date _____

Email Address _____

Time Photography Starts _____ (no later than 30 mins to ceremony start)

Time Photography Ends _____

Ceremony Time _____

Wedding Address/Location _____

Personal Information

Bride's Name: _____ Cell: (____) _____

Groom's Name: _____ Cell: (____) _____

Address _____

City _____ State _____ Zip _____

Bronze: 6 Hours of Coverage
One Location
Online Viewing
\$795

Mini: 2 Hours of Coverage
One Location
Online Viewing
\$495

Silver: 7 Hours of Coverage
One Location
Online viewing
\$995

Extra Hours Of Coverage
\$250/Hr

Gold: 8 Hours of Coverage
Unlimited Locations
Online viewing
\$100 online print credit
\$1395

Extra DVD
\$25

TOTAL DUE:

**\$250 Retainer is Non Refundable and Holds the Wedding Date.
Balance to Be Paid The Day of the Wedding.
Please sign contract on next page.**

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Entire Agreement. This agreement contains the entire understanding between Kelly Mottl and the client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. If the parties want to waive one provision of this agreement that does not mean that the other provision is also waived. The party against whom a waiver is sought to be effective must have a signed waiver in writing.

Reservation. A signed contract and retainer are required to reserve the specific coverage. Reservation fee is not refundable and if wedding is cancelled that payment will under no circumstances be refunded.

Cooperation. The parties agree to cheerfully cooperate and communication for the best result within the definition of this assignment. Kelly Mottl recommends that the client designate an "event guide" to point out important individuals for informal or candid photographs during the wedding that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for the photographer. Kelly Mottl is not responsible if key individuals fail to appear or cooperate during photography sessions or missed images due to the details not related to Kelly Mottl. Kelly Mottl is not responsible for missing any shots that were not specifically stated by the bride and groom before the wedding.

Shooting Time/Additions. The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties. Client and Kelly Mottl agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

House Rules. The photographer is limited by the guidelines of the ceremony official or reception site management. Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is Client's responsibility. Kelly Mottl will offer technical recommendations only. Every effort will be made for the prints, digital DVD/CD and copyright release in less than one month. However, certain circumstances may require longer waiting times.

Film and Copyrights. Until final payment for services rendered is made, the photographs produced by Kelly Mottl are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Kelly Mottl explicitly written permission. Upon final payment by the Client, limited copyright ownership of the resulting images will be transferred to the Client under the following conditions:

The digital files are the property of the Client for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives. The Client must obtain written permission from and compensate Kelly Mottl prior or its friends and relatives publishing or selling the photographs for profit.

Exhibition. Requests for specific negatives or digital files to be used by Kelly Mottl may be requested at a future time. Client grants Kelly Mottl permission to display selected images resulting from this agreement as an example of Kelly Mottl Photography work and for entrance into photographic competitions and release all claims to profits that may arise from the use of images. Client also grants Kelly Mottl permission to post images online as samples in her portfolio.

Model Release. The Client hereby grants to Kelly Mottl and its legal representative and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included for editorial, trade, advertising and any other purpose and in any other manner and medium, to alter the same without restriction; and to copyright the same. The Client hereby releases Kelly Mottl and its legal representatives and resigns for all claims and liability relating to said photographs.

Limit of Liability. In the unlikely event that the photographer is injured or becomes too ill to photograph the event, Kelly Mottl will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. Kelly Mottl takes the utmost care and respect to exposure, transportation and processing of photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Kelly Mottl's control, Kelly Mottl 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 prorated amount of the exposures lost based on the percentage of total number of originals.

A retainer of \$250 is due at the signing of this agreement. Balance of \$_____ to be paid at the time of arrival the date of the wedding.

I have read and understand the terms above. I hereby agree to the terms of this agreement.

Signed _____ (client) Date _____

(photographer)

Please make payment to Kelly Mottl. If payment is not received within 7 days from the date of contract below, contract will be limited. Corrections/changes/additions/proofing/correspondance will only take place with the person who signed this agreement.