




Jen Jung  journeydefinedphotography.com

*Capturing your journey and defining those special moments*

## Contract for Photography Services

This Photography Contract is made effective as of February 27, 2019, by and between Leah Raastad, Tanner and Journey Defined Photography of 27282 Hemlock Avenue, Tea, South Dakota 57064.

**DESCRIPTION OF SERVICES.** On November 23, 2019 Journey Defined Photography will provide the following photography services outlined in the Short and Sweet Wedding Package: Wedding Photos for a minimum of 5 hours. Additional printing is optional and will be an additional charge. Additional hours are optional and will be an additional charge.

**SCOPE OF WORK AND PERFORMANCE OF SERVICES** Journey Defined Photography agrees to take photographs as per the bride and grooms stated requests, allowing for artistic expression; Journey Defined Photography agrees to use high technical quality to meet the needs for web or print; Journey Defined Photography will use digital photography and color management consultancy knowledge to create photographs, and Journey Defined Photography shall provide samples of the final proofs within 4 – 6 weeks of photo session.

This contract is for services and products related to a photography shoot (hereafter “shoot” or “the shoot”) to take place at the wedding ceremony, reception and other locations as agreed upon.

**PAYMENT.** Leah Raastad, agrees to pay Journey Defined Photography, \$1,500.00 in consideration for the photography services to be rendered by Journey Defined Photography.

**DEPOSIT.** At the time of the signing, Leah Raastad, shall pay a non-refundable deposit of \$375.00 + tax to Journey Defined Photography for the Services. The deposit will be subtracted from the total \$1,500.00 + tax payment owed by Leah Raastad, on photo delivery.

**FINAL PAYMENT** Final payment of \$1,125.00 + tax is due 30 days prior to the wedding date.

**SATISFACTION AND ACCURACY** The client agrees that the work delivered will be of a similar style and caliber to those photographs on our website, and that the photographer will have complete creative control during the photographs and in post-processing. The images will be delivered in JPEG format with a mix of color and black and white images, and deemed appropriate by Journey Defined Photography. The client agrees that the photographer can only capture the wedding that happens; weather, location, schedule complications, time restraints and subject’s ability to cooperate, are all factors in the quality of the photographs.

**CANCELLATION POLICY.** All deposit fees are non-refundable. A minimum of 1-day notice will be required for cancellation of this Contract by.

[FACEBOOK](#) - [PINTEREST](#) - [INSTAGRAM](#)

[jen.jung@journeydefinedphotography](mailto:jen.jung@journeydefinedphotography)

[journeydefinedphotography.com](http://journeydefinedphotography.com)

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If the cancellation is initiated by Journey Defined Photography, all monies paid to Journey Defined Photography shall be fully refunded, INCLUDING the deposit fee. Refund shall be paid out within thirty (30) calendar days from the cancellation date.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, products, or other information (collectively, the "Work Product") developed in whole or in part by Journey Defined Photography in connection with the Services will be the exclusive property of Journey Defined Photography. Upon request, Journey Defined Photography will execute all documents necessary to confirm or perfect the exclusive ownership of Journey Defined Photography to the Work Product.

**Copyright, Reproduction, and Model Release** The copyright of the photographs is retained by the photographer at all times throughout the world. Where a USB of photographs has been included for the clients as part of the wedding collection, these photographs will include a print release and may be printed, and or displayed online, for personal use. The photographer retains the right to use the photographs for the purposes of advertising or otherwise promoting her work. Client agrees not to sell any of the files or prints without written permission from the photographer. The client agrees to have themselves and others in their photographs pictured in such a way. The client agrees that they are signing a model release to allow the use of their photographs (of themselves) for the photographer's business purposes.

**SOCIAL MEDIA** This clause applies to all social media, including Facebook and blogs. When published online it is required that citation of photographer be made. The client agrees that they will under no circumstances alter the photographer's photographs that are placed in public on the internet. As a photographer, I need photographs that are placed online to be accurate representations of my work so that future clients have a good understanding of the type of photographs that they'll receive. The client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of the forced cropping for Facebook's Timeline), altered in color, or edited in any way.

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**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be governed by the laws of the State of South Dakota.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

The undersigned have read and understood the above contract and agree to the terms and conditions in their entirety.