

Wedding Photography Contract and Model Release

Amy Lizotte Photography (541)729-6822 amylizotte@hotmail.com

Bride: _____ Email: _____
Groom: _____ Phone: _____

This agreement constitutes, 1) a Contract for Wedding Photography services, and 2) a Model Release.

Upon signing, Amy Lizotte (Photographer) will reserve the time and date agreed upon, and will not make any other arrangements for that time and date. For this reason, all retainer fees are nonrefundable, except as noted herein. Payment of retainer binds the Bride and Groom for the entire Contracted Amount if the wedding is scheduled during the busy months of June thru September. In all other months, the Bride and Groom are bound for the entire contracted amount if the photographer is not able to secure another wedding for that same day. In the event of a postponement or change of date, all payments are nonrefundable but may be transferred to the new date if it is available. In the event of cancellation, all payments received are nonrefundable. If Amy Lizotte cancels for any reason, all payments will be refunded and the aforementioned forfeiture of payments shall not apply. In the event Amy Lizotte suffers from any illness, every effort will be made to secure the services of a new professional photographer to cover the event. Delivery of the data DVD's shall occur within 60 calendar days of the wedding date, and delivery of completed albums shall occur no later than 120 calendar days after the bride and groom approve the final album layout. Should Amy Lizotte deliver after these deadlines, you will be refunded a reasonable, mutually agreed portion of payments received. Unpaid bills will result in the cancellation of the above mentioned delivery deadlines and all materials will be held until final payment is received. If a significant portion of the wedding images are lost, then a refund will directly reflect the portion of payments received. If Amy Lizotte cannot perform this Contract due to fire or other casualty, airline delay, or other cause beyond control of the party, or due to Photographers illness, or emergency, then the Photographer shall return client all money received but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that the photographic materials are, lost through camera malfunction, lost in the mail, damaged, stolen, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Studio/Photographer fails to perform for any other reason, the Studio/Photographer shall not be liable for any amount in excess of the full value of the Client's order. It is understood that, while we will do our best to capture images of everything that happens, Amy Lizotte makes no guarantee to capture any specific image or scene. The contracting parties agree that in the event it is necessary to retain the services of an attorney for the collection and enforcement of this agreement by either party, the breaching and/or offending party agrees to pay the other party's actual costs for attorney fees and other expenses incurred in the collection and enforcement of this agreement. Venue of any legal action will be in Lane County, Oregon, USA.

Your Rights to the Images: This contract includes "Home Use Rights" which means you can use the images for personal, non-transferable and non-commercial uses. You may make as many prints as you like for yourself, or to give away as gifts. You may place low resolution (72dpi) copies of the images on your personal website for viewing as long as prints are not for sale. You may copy the disc to facilitate storing a backup in a separate location, but you may not give out copies of the disc to any person outside your immediate family. You are personally liable for communicating the limitations of this contract at any person who receives a disc copy, and you are personally liable for any illegal uses that arise from the distribution of these images to other persons. You may not sell the images files or prints produced for the files whether in original form, or any other amount of alteration. Other persons may not use the image files as a basis for the creation of any artworks if that artwork is to be used for any commercial purpose. No rights to these images may be transferred to any other person or company, whether for profit or as a gift. The images may not be displayed or printed in any commercial media for any purpose whatsoever. If you have a question about any specific usage, please contact the photographer to ask for clarification or permission before proceeding with such use.

Model Release: Bride and Groom hereby grant Amy Lizotte Photography the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of Bride/Groom without restriction as to changes or transformations, for any legal purpose whatsoever. I hereby relinquish any right which it may be applied. I hereby affirm that I am over the age of majority and have the right to contract in my own name. This agreement shall be binding upon me, my spouse, our heirs, legal representatives, and assigns.

Full Package Price: _____ **Retainer paid at contract signing:** _____
Final payment amount: _____

I agree to the above contract:

Bride or Groom signature: _____

Amy Lizotte (Photographer) signature: _____