

# Liesl Diesel Photo The Manual Wedding Contract

Liesl Shults  
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## Client Information

Wedding Date:	Wedding Location:	
Bride:	Phone	E-mail
Groom:	Groom Phone:	E-mail
Street	City	State/ZIP

## Description of Services:

Service is artistic documentary coverage of the day's events by Liesl Shults. Artistic documentary coverage is defined as the photographer's candid, not manipulated and unposed capture of the events as they occur. Photographic subjects and imagery are at the sole discretion of Liesl Shults and any possible assistant photographers.

### Base Package:

Retainer: \$1500

8 hours continuous coverage and high resolution files from wedding day- \$2000

### A la Carte Options:

Second Photographer - \$600 for 8 hours

Overtime - \$200 per hour per photographer

## General Provisions:

**Retainer:** Client shall pay a \$1500 retainer fee to book the date with the Photographer. In the event of cancellation of this Order by customer, all album or print credits received by studio will be refunded. Retainer fees are not refunded or refundable.

**Copyrights:** Negatives, digital files and copyright are the property of the photographer as protected by US copyright law. It is illegal to copy, scan, reproduce, or post images online without the written permission of photographer. Violators of this federal law will be subject to its civil and criminal penalties. Client acknowledges that a triple fee for copyright violations is fair and reasonable for photographer's loss of revenue and that any violations shall be billed at triple standard rates for products or usage. By delivering files to client, photographer gives permission for personal use only. No commercial use of images may be granted by client to any party. All parties must contact photographer directly to obtain use of files for print or promotion as photographer maintains copyright of all images.

**Model Release:** In client's consideration of engagement as a model, and for other good and valuable consideration herein acknowledged as received, I hereby grant to Liesl Shults ("Photographer"), her heirs, legal representatives, and assigns, those for whom Photographer is acting, and those acting with his/her authority and permission, the irrevocable and unrestricted right and permission to take, use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included. I hereby waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

**Limitation of Services:** Additional time will be billed at \$200 per hour for each photographer if requested. Services to be performed at greater distance than 30 miles from Chicago, IL client agrees to pay all travel fees as submitted by photographer within 30 days of invoice.

**Payments:** All services will be performed prepaid. The service balance is due 30 days before the wedding shoot. The print balance is due before order is placed. Album balance is due at time of design approval. In the event Customer fails, or refuses payment or delivery by the terms set forth Photographer shall charge the Customer a service fee of \$50 plus interest. The Service fee is applied to situations including bad checks and late payments. Defaulted payments will be charged 2% per month (24% annual rate) on the unpaid balance due until the entire balance is paid in full.

**Guarantees:** The photographic services as described only include the services of photographer for the stated period of time.

Photographic services do not include any promise, expectation, warranty or guarantee that any specific moment, action, event or person will be photographed in any way other than the sole judgment of the photographer. Photographer's judgment, selection and portrayal of the time period selected by client will be deemed complete by this contract. Special requests for certain images although attempted by photographer carry no guarantee, expressed or implied that the resulting image will be satisfactory to client. Client waives all right to pass judgment on the service performed due to content, style, light, lighting, contrast, and other elements generally referred to as content. Requests by client after the wedding to alter, modify, or change the number of images, image style or content will be billed \$100 per hour for the photographer's work to complete client's requests.

**Liability of Photographer:** In the event that this order cannot be completed due to an Act of God; strikes or other labor disturbances, severe weather conditions of any type; riots or civil disturbances; action or regulation by any local, state, or Federal government unit or agency; any event considered a "force majeure"; or any other event or act outside the control of the Photographer; including but not limited to: equipment failure, auto accident, sickness and weather conditions. Photographer's liability to the Customer shall be limited to the refund of the coverage fees or rescheduling at the photographer's availability. Photographer's maximum liability shall be limited to the return of the Customers coverage payment. Liesl Shults will make every effort in event of calamity to engage alternate photographer(s) through professional networks to accommodate client's needs.

## Terms & Conditions:

**A. Definitions:** "Photographer" refers to Liesl Shults. "Client" refers to the commissioning party or company named above, its representatives, successors, assigns, agents and affiliates.

**B. 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.

**C. 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 the Photographer. This order is binding upon the parties, their successors and assigns and may only be altered by the parties. This agreement shall be governed by the laws of the State of Illinois.

**D.** This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of Illinois and for all purposes shall be interpreted in its entirety in accordance with these laws. Client specifically and irrevocably confers personal jurisdiction over it by the courts of the State of Illinois or the United States District Court for the District of the State of Illinois. Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue and forum non-convenience. In the event of any award or judgment in favor of Photographer, or any settlement between Photographer and Client, arising from effecting and protecting Photographer's rights and benefits there under and/or any aspect of this agreement, Client shall pay all costs and expenses incurred by Photographer and/or Photographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgment, or settlement.

Make Checks Payable to: Liesl Shults

Bride's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Groom's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photographer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_