

Wedding Photography Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Wedding Photography Contract

This Wedding Photography Contract (this "Agreement") is made on [Date of this agreement] between [Client's full legal name] of [Client's address] (the "Client") and [Photographer's full legal name], trading as [Photographer's business name, if any], of [Photographer's address] (the "Photographer"). Each is a "Party" and together they are the "Parties".

The Client wishes to engage the Photographer to photograph the Client's wedding (the "Wedding") on [Wedding date] (the "Wedding Date"), at [Ceremony venue, with full address] and [Reception venue, with full address, if different]. The Wedding Date is a single, unrepeatable occasion, and this Agreement sets out what the Photographer will deliver, what the Client will pay, and who may do what with the resulting photographs.

1. Parties and Engagement

The Client engages the Photographer, and the Photographer accepts the engagement, to photograph the Wedding and to deliver the images described in this Agreement. The Photographer is engaged as an independent contractor, not as an employee, partner or agent of the Client, and is responsible for the Photographer's own taxes, insurance and equipment.

The Photographer is the exclusive professional photographer for the Wedding. The Client may permit guests to take personal photographs, but shall not engage another professional photographer for the same coverage without the Photographer's written consent. The Photographer retains full artistic discretion over photographic style, equipment, and the selection of images taken and delivered, working in the customary style shown in the portfolio the Client has reviewed.

Both Parties shall give each other a working telephone number and email address for the Wedding Date, and shall notify each other promptly of any change. Notices under this Agreement are effective when sent to those addresses. The Client shall also give the Photographer the name and number of an on-site point of contact — a wedding planner, maid of honour or best man — who can be reached on the day if the Client cannot be.

2. Wedding Date, Venues and Schedule

The Photographer shall attend the venues stated above on the Wedding Date and provide coverage in accordance with the timeline in clause 3. The Client shall provide the Photographer with the finalised order of the day — including hair and makeup start time, ceremony start time, and reception key events — no later than

[Timeline confirmation deadline, e.g. two (2) weeks before the Wedding Date] .

The Client is responsible for securing venue access for the Photographer, including any permission the venue requires for flash, video light, drones or a second shooter, and for telling the Photographer in advance of any restriction the venue imposes on vantage points or movement (a common one being a fixed photography position during the ceremony).

The Client shall notify the Photographer of any change of venue or of the Wedding Date's schedule in writing as soon as it is known. Because the Wedding Date itself is fixed and cannot be moved to accommodate the Photographer's other bookings, a request to change the Wedding Date itself is treated as a cancellation and rebooking under clause 9, subject to the Photographer's availability on the new date.

3. Coverage Timeline

The Photographer shall provide [Hours of coverage, e.g. eight (8) hours] of continuous coverage on the Wedding Date, beginning at [Coverage start time] and ending at [Coverage end time] , together with [Second photographer or assistant, if included] .

If coverage runs beyond the agreed end time and the Photographer is able and willing to continue, the additional time is billed at [Overtime rate per hour] , charged in [Overtime increment, e.g. thirty (30) minute] increments and payable with the final balance.

Coverage follows the structure the Client and Photographer agree in advance, typically spanning getting-ready preparations, the ceremony, the formal portraits and family groupings, and the reception, in the order and for the durations set out in the timeline the Client provides under clause 2. Time spent travelling between the ceremony and reception venues, where they differ, counts toward the hours of coverage stated above unless the Parties agree otherwise in writing.

The Client shall provide a written shot list of the specific formal portraits and family groupings the Client wants captured (for example, both sets of parents, the wedding party, and any specific family configurations) no later than

[Shot list deadline, e.g. two (2) weeks before the Wedding Date] . The Photographer shall make reasonable efforts to capture every item on that list during the time allotted for formal portraits, but is not liable for an item the Client did not list, or for a listed item that could not reasonably be captured because a named person was unavailable, the

allotted time ran out for reasons outside the Photographer's control, or the venue or weather prevented it. Beyond the shot list, the Photographer exercises independent photojournalistic judgement over which candid and documentary moments to capture, and this Agreement does not guarantee coverage of every event or every guest.

4. Edited Images and Retouching

The Photographer shall deliver a minimum of [Number of edited images, e.g. four hundred (400)] edited images from the Wedding Date.

Editing means the Photographer's standard post-production: selection of the strongest frames, and correction of exposure, contrast, colour balance, white balance, straightening and cropping, applied in the Photographer's customary style.

Extensive retouching — body reshaping, removing or adding people or objects, compositing frames, or restoring damaged backgrounds — is not included. Where the Client requests it, the Photographer will quote in advance and charge at [Additional retouching rate]. The Client acknowledges that the number of images actually taken will exceed the number delivered, that the Photographer selects which images are delivered, and that unselected frames, duplicates, test shots and out-of-focus frames are not delivered in any form. Unedited or raw files are not delivered under this Agreement.

5. Delivery, Gallery Availability and Archiving

The Photographer shall deliver a preview of [Number of preview images, e.g. thirty (30)] edited images within [Preview turnaround, e.g. one (1) week] of the Wedding Date, and the full edited set within [Full delivery turnaround, e.g. eight (8) weeks] of the Wedding Date, in [Delivery format, e.g. high-resolution JPEG], by [Delivery method, e.g. a private online gallery]. Both periods run from the Wedding Date, or from the date the final balance is received under clause 6 if that is later.

The online gallery remains available for [Gallery availability period, e.g. ninety (90) days] from the date the Client is notified that it is ready. The Client is responsible for downloading and backing up the delivered images within that period. The Photographer shall keep an archive copy of the delivered images for [Archive period, e.g. twelve (12) months] after delivery, after which the Photographer may delete them without further notice. Re-delivery from the archive, where the files still exist, is charged at [Re-delivery fee].

6. Fees, Retainer and Payment Schedule

The total fee for coverage of the Wedding Date is [Total fee], exclusive of any sales tax, VAT or GST, which the Client shall pay in addition where it applies.

The Wedding Date is a single, unrepeatable occasion: once the Photographer turns away every other booking enquiry for that date, the date cannot be recovered if the Client later cancels. To reserve the Wedding Date, the Client shall pay a retainer of [Retainer amount] by [Retainer due date]. The retainer is earned on receipt and is non-refundable under any circumstances except as clause 10 provides — this is true even where clause 9 would otherwise excuse the Client from a further cancellation charge, because the retainer compensates the Photographer for having turned away every other enquiry for the Wedding Date, not for work later performed. The Wedding Date is not reserved, and the Photographer is under no obligation to attend, until the retainer is received and this Agreement is signed by both Parties.

The balance of [Balance amount] is due on [Balance due date, e.g. thirty (30) days before the Wedding Date]. Payment may be made by [Accepted payment methods]. Sums unpaid after their due date carry interest at [Late payment charge, e.g. 1.5% per month], and the Photographer may withhold delivery of the images, and suspend access to the gallery, until all sums due have been paid in full.

7. Travel and Expenses

The fee in clause 6 includes travel within [Included travel radius, e.g. 50 miles of the Photographer's studio]. Travel beyond that is charged at [Mileage or travel rate], and where the Wedding Date or the journey to it requires an overnight stay, the Client shall also pay reasonable accommodation and subsistence costs.

The Client shall reimburse the following at cost:

[Reimbursable expenses, e.g. parking, tolls, venue or location permits, meals for the photography team].

Where practicable the Photographer shall obtain the Client's approval before incurring an expense over [Approval threshold, e.g. \$100]. All expenses are invoiced with the final balance and supported by receipts.

8. Copyright and Licence to the Client

The Photographer is the author of the photographs and owns the copyright in every image taken at the Wedding, whether delivered or not. Nothing in this Agreement transfers copyright to the Client. This is not a work made for hire.

On payment in full of all sums due, the Photographer grants the Client a non-exclusive, worldwide, perpetual, non-transferable licence to use the delivered edited images for [Licence scope, e.g. personal, non-commercial use]. That licence includes reproducing the images, making prints and albums, and sharing them on the Client's personal social media accounts and with family and guests for their own personal use.

The licence does not permit the Client to sell, license or sub-license the images, to enter them in competitions, or to supply them to a publication, agency or stock library. It does not permit any commercial or promotional use, which requires a separate written licence at [Commercial licence fee or "a fee to be agreed"] . The Client shall not alter, crop, apply filters to, or add elements to the images beyond minor cropping for a platform's aspect ratio, and shall not remove or obscure the Photographer's credit or metadata. Where the images are published, the Client shall credit the Photographer as [Photographer's preferred credit line] wherever the medium allows.

9. Cancellation and Rescheduling

Either Party may cancel this Agreement by written notice. If the Photographer cancels for any reason other than one covered by clause 10, the Photographer shall refund every sum the Client has paid, including the retainer, within [Refund period, e.g. fourteen (14) days] .

The Client may reschedule the Wedding Date once to a mutually agreed alternative date within [Rescheduling window, e.g. twelve (12) months] , without penalty, by giving written notice at least [Rescheduling notice period, e.g. sixty (60) days] in advance, provided the Photographer is available on the new date. The retainer transfers to the new date. Where the Photographer is not available, or the notice period is not met, or a second rescheduling is requested, the request is treated as a cancellation and a rescheduling fee of [Rescheduling fee] applies to any new booking.

If the Client cancels, the retainer is not refunded under clause 6, and the following applies in addition, based on the date the written notice is received:

- (a) more than [First notice band, e.g. one hundred eighty (180) days] before the Wedding Date: the Client owes nothing beyond the retainer already paid;
- (b) between that period and [Second notice band, e.g. sixty (60) days] before the Wedding Date (inclusive): the Client owes [Percentage, e.g. fifty percent (50%)] of the total fee, less the retainer already paid;
- (c) fewer than that shorter period before the Wedding Date: the full fee is due and payable, less the retainer already paid; and
- (d) in every case, any expense the Photographer has already incurred and cannot recover is payable in addition.

10. Photographer's Illness, Emergency or Inability to Perform

Because the Wedding Date cannot be moved to suit the Photographer, the Photographer maintains a network of other professional wedding photographers for exactly this circumstance. If the Photographer cannot attend the Wedding Date because of illness, injury, accident, bereavement, transport failure, equipment failure that cannot be remedied in time, or any other cause beyond the Photographer's reasonable control, the Photographer shall notify the Client as soon as possible — and in any event before the coverage start time wherever that is physically possible — and shall use best efforts to arrange a substitute photographer of comparable skill, experience and equipment, at no additional cost to the Client.

A substitute engaged this way works in that photographer's own style and delivers under the timeline, editing and delivery terms of this Agreement; the Photographer shall brief the substitute on the shot list and timeline in clause 3 as fully as circumstances allow. If no acceptable substitute can be found, or the Client reasonably declines the substitute, this Agreement ends and the Photographer shall refund every sum the Client has paid, including the retainer, within the refund period stated in clause 9.

That refund is the Client's sole and exclusive remedy in these circumstances. The Parties acknowledge that a missed Wedding Date cannot be undone by any sum of money, but agree that the Photographer's total liability for a failure to attend or to complete coverage of the Wedding Date is limited to the total sums the Client has actually paid under this Agreement — the Photographer is not liable for the emotional, reputational or any other consequential loss that not having a photographer at the Wedding causes.

11. Model and Portfolio Release

The Client grants the Photographer permission to use images from the Wedding, and the likeness of the Client and of any person the Client is authorised to give consent for, in the Photographer's portfolio, website, printed samples, competition and award entries, editorial submissions, and social media and other marketing of the Photographer's services. No fee is payable either way for this use, and the Photographer shall not sell the images as stock or license them to a third party for that third party's own advertising without the Client's separate written consent.

This permission is optional and separate from the licence in clause 8. The Client may decline it in whole, or restrict it, by completing the following: the Client [Write "does" or "does not"] grant the release above, subject to these restrictions: [Any restrictions, e.g. no images of children, no social media, faces obscured] . Where the release is declined, the Photographer shall not use images of the Wedding publicly, and

any use already made in good faith before the Photographer received written notice is not a breach of this Agreement.

The Client confirms that the Client has the authority to give the consent set out in this clause for everyone appearing in the images, and shall obtain a separate written release from any other person whose consent is required.

12. Working Conditions and Cooperation

The Client shall ensure that the Photographer has safe, lawful and reasonable working conditions at every venue: safe access and egress, adequate space to work, and freedom from hazards, threats and harassment. Where coverage exceeds [Hours after which a break is due, e.g. six (6)] hours, the Client shall ensure the Photographer and any assistant are provided a meal, taken without disrupting coverage of a key event.

The Photographer may stop work and leave a venue if any person behaves abusively, threateningly or unlawfully towards the Photographer or an assistant, if the Photographer is asked to work in conditions that are unsafe or that breach a venue's rules or the law, or if a venue official or authority requires the Photographer to stop. The Photographer shall, where it is safe and practicable, warn the Client's on-site point of contact first and give a reasonable opportunity to resolve the matter.

If the Photographer leaves for one of those reasons, all fees remain due and non-refundable, the Photographer shall deliver the images already taken in accordance with clause 4, and the Photographer is not liable for the reduced coverage. The Client is likewise responsible for the timely cooperation the Wedding Date needs — a schedule that leaves enough time for the shot list, access to the people named in it, and any information the Photographer reasonably requests — and the Photographer is not responsible for images not taken because that cooperation was not given, including a schedule that runs so far behind that the allotted coverage time is consumed by waiting.

13. Limitation of Liability

The Photographer takes reasonable professional care of the images and maintains at least one backup copy of the files from the Wedding Date until they are delivered, including backing up memory cards at the earliest practical opportunity during the day. Even so, photographic media can fail. If images are lost, damaged, corrupted, stolen or destroyed before delivery through no fault of the Photographer — including memory card failure, equipment or storage failure, theft, fire, or loss in transit — the Photographer's liability is limited to a refund of the sums paid for the affected part of the coverage.

The Parties acknowledge that a wedding cannot be reshot, so no reshoot remedy is available for lost or damaged images from the Wedding Date itself. The Photographer's total aggregate liability under or in connection with this Agreement, whether in contract, tort, negligence or otherwise, shall not exceed the total sums the Client has actually paid to the Photographer under this Agreement. Neither Party is liable to the other for indirect, incidental, special or consequential loss, or for loss of profit, revenue, opportunity or goodwill, however it arises.

Nothing in this Agreement limits or excludes either Party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited or excluded.

14. Governing Law, Signatures and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of California] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] . Neither Party is liable for a failure to perform caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil unrest, or an act or order of a public authority; where such an event prevents coverage of the Wedding Date, the Parties shall first seek to reschedule under clause 9.

This Agreement is the entire agreement between the Parties about the Wedding Date and replaces any earlier quote, proposal, message or understanding about it. It may only be amended in writing signed or confirmed by both Parties. Neither Party may assign it without the other's written consent. If any provision is held unenforceable, the rest continues in force, and a failure to enforce a provision is not a waiver of it. Clauses 8, 11, 13 and this clause survive the end of this Agreement.

This Agreement is not binding on either Party until it has been signed and dated by both. It may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Date: _____

Photographer

Signature: _____

Printed name: _____

Date: _____