

Sydney P H O T O A R T

WEDDING PHOTOGRAPHY CONTRACT & BOOKING FORM

This agreement is between Burmeister Digital Pty/Ltd, t.a. Sydney PHOTOART and Carsten Burmeister Photography, hereinafter called "the photographer" and the undersigned, hereinafter called the "client", relating to their wedding:

Location

.....

.....

On this date

Bride phone

Groom phone

Service

The photographer reserves the above date & provides the service of professional photography as per this order form & as detailed on the photographer's website.

Payment Policy

A retainer of \$1,000 is paid to reserve the above date for the client's wedding. The client will pay the remaining balance four (4) weeks prior to the event. Non-payment of the balance of the fee releases the photographer from the obligations defined in this agreement.

If the client cancels the wedding or this contract a refund of the retainer (less a \$500 administration fee) will only be given if the photographer is able to book a replacement wedding for that day, and only after the replacement client has paid in full. If another booking is not found the retainer will be forfeited.

In the case of postponement, the retainer may be applied to the new date, subject to the photographer's availability. The retainer is not transferrable to any other parties. The client is responsible for booking venues and for any shooting fees applicable for their use.

Copyright Agreement

In accordance with Australian Copyright Law, we - the client - understand that the photographer will retain ownership of copyright on all photos.

The hi-resolution digital files of the shoot will be available to the client after post-production on the images has been completed ... however the client is not allowed to use the photographs for any commercial purposes, i.e. other than 'normal' uses within the generally accepted use as 'wedding photography' (for their own and their families' personal use). Should other uses (i.e. magazine publication) be considered, additional usage charges become applicable.

Furthermore, we hereby grant the photographer unrestricted rights to use, display & publish any of the images taken at our wedding in promotional advertising or in industry competitions, as well as any reproductions or adaptation thereof for advertising the photographer's business, art, exhibition or editorial use. However, the photographer agrees not to use the photographs for any commercial purposes or in any other context than described above.

Usage for any other purpose must be negotiated between both parties.

Limitation of Liability

While every reasonable effort will be made to produce & deliver outstanding photographs, the photographer will carry out the assignment with due diligence & care; however, the entire liability to the client for any claim, loss, or injury arising from their photographic performance or from equipment failure etc, is limited to a refund to the client of fees paid. We understand that weddings are often chaotic & unpredictable events ... hence the number, type & quality of shots are all dependent on many variables such as prevailing weather, lighting conditions, co- operation of ourselves - the clients - and our guests, type of dress, our mood/energy on the day, restrictions placed by the church, venue and/or celebrant as well as time allotted. The clients further understand that due to the uncontrollable nature of weddings, the photographer cannot absolutely guarantee the capture of any specifically requested images, backgrounds, poses or group combinations and that no refund will be given simply because photos did not turn out "as expected."

In the event of illness, or any other reason why he may be unavailable (please be assured: A very unlikely event), the photographer will employ the services of another photographer with similar experience and skills; however, if the client does not approve of the substitution, then a full refund will be offered. A full refund will also apply if, due to complete equipment failure, natural disaster or other circumstances beyond his control, the photographer is not able to deliver any photos at all. But no other recompense, beyond a full refund, is applicable, and no negotiations regarding other compensation would be entered into.

Special Photography Conditions

To avoid disruption of the professional photographic coverage and to allow the photographer to fulfil his contracted duties, all other photography by family or friends will be at the discretion of the photographer; i.e. the photographer may request other photographers to refrain from shooting or to change positions so as to perform his work effectively. The photographer shall be the sole professional stills photographer. Videographers, professional or otherwise, must also follow any direction deemed necessary by the photographer to carry out his duties effectively. The photographer will be granted creative and artistic licence in relation to the type of shots taken, within the parameters of the work displayed on the photographer's website. The client agrees to advise hairdressers and make-up artists etc. of relevant times & locations, and will strive to stick to the scheduled times given to the photographer before the wedding. They will also advise the photographer immediately of any changes in the details, such as cancellation or postponement.

Please provide the first name and mobile phone number of a contact person other than yourselves on the day of the wedding, i.e. Best Man or Bride's Maid. Note: This person will be the photographer's go-to contact during the wedding:

Best Man or Bride's Maid
first name mobile phone number

We (the clients) have received and understand the photographer's costing. The price is locked in and applicable for the date of the wedding. We have read and understand this contract and we agree to the terms & conditions.

Total agreed fee \$

We hereby authorise the photographer to use these credit card details:

Deposit \$ payable now to confirm the booking date
Balance \$ payable 4 weeks before the wedding

Card number

Name on card

Expiry date

Card holder's signature

Bride's signature (client)

Groom's signature (client)

Photographer's signature

