

YAIR HAIM -PHOTOGRAPHY-

The contract is between Yair Haim Photography (WWW.YAIRHAIM.COM) and the client as detailed below:

Contact info: Phone: (310) 993-1561 | E-mail: yair@yairhaim.com

The Client's names: _____

Client's mailing address: _____

Contact telephone numbers: 1. _____ 2. _____ 3. _____

1. A Summary of the Contract:

The photographer is responsible for providing for the client a photographic service and products as detailed in section 2 ("Coverage"). The client undertakes to engage the photographer for this coverage for the price as detailed in section 3. Additional notes can be found on page 3, section 12.

2. The Coverage:

The photographer will provide coverage as follows:

Wedding/event date: _____

Coverage to start at: _____ Coverage to finish at: _____

Wedding location: _____

Other locations where coverage is required: _____

Product / package included in the coverage: _____

Engagements session: _____

3. Payment Arrangement:

The client will pay the photographer a total fee of \$_____ subject to the following terms:

A \$_____ retainer to secure the date and payable on execution of this agreement. This retainer is nonrefundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation.

Payment of the balance of \$_____ no later than one month before the date of the wedding. Cancellation less than 12 weeks before the date of the wedding will require payment in full. All cancellations must be in writing. The cancellation conditions above will apply for postponed weddings if the photographer is not able to re-schedule for the new date and time. The fee for postponed weddings is subject to change.

Payments via check, cash or Venmo with no additional charge. Credit and debit card charge is with an additional 3.5% charge of the transaction.

Any additional payments for albums, film photography and other services are to be made when that order is placed. Prices for orders placed over one year after the date of the wedding may be subject to change. This includes orders that are part of the initial wedding package e.g. the bride and groom's wedding album.

4. Copyright and Usage:

Yair Haim Photography retains the entire copyright of the photographs at all times throughout the world. Where the photographs have been provided to the bride and groom as part of their wedding collection, these photographs may be printed and only the low-res watermarked files will be displayed online on social media (such as: Facebook, Instagram, etc.) for personal but not commercial use.

The photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work.

The Client is obtaining images for personal use only and shall not sell the images taken by The Photographer or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.

5. Image Size, Color, Style and Composition:

All image sizes are approximate. The photographer will provide a pleasing color balance but cannot guarantee exact color matching. It is sometimes not possible to record on digital, film or in print the exact color as seen by the human eye. There is no right to reject on the basis of style or composition.

The clients understand that if during the wedding ceremony flash photography is not allowed or subjects are too far for the flash to reach, high ISO settings (sensor sensitivity to light) must be used: creating a pixilated or grainy effect in the photographs.

6. Attendance:

In the unlikely event of the photographer is unable to complete the coverage due to unforeseen circumstances the photographer reserves the right to appoint another photographer to attend on his behalf to undertake the photography.

Due to the commitment to weddings on the weekends, engagement / pre-wedding portrait shoots are arranged Monday to Friday based on availability. The location of the engagement/pre-wedding portrait shoot is within 20 miles of _____. Otherwise a charge may apply.

7. Indemnity:

The photographer agrees to indemnify the client against all expenses, damages, claims and legal costs arising out of any failure by the photographer to obtain any clearances for which he was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the day of the wedding. In all other cases the client shall be responsible for obtaining such clearances and will indemnify the photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

8. Model Release:

The contracting party grants Yair Haim Photography the unrestricted right to copyright, use and publish videos and/or photographs of the contracting party for commercial, promotion, competition or other purposes without compensation or liability to the contracting party. It is the responsibility of the client to advise any and/or all participants and attendees that the event will be photographed. All parties attending the event will therefore be considered as consenting to be included in the final edited images and/or commercial/promotional images by their presence.

9. Locations and Responsibility:

It is the client/s responsibility to secure permission of the church, synagogue or other official location to photograph the ceremony/event/engagement. The client shall insure the placement of the bridal party, the officiant(s) and the altar decorations so as to not obscure the view of the bride and groom.

The Photographer will abide by the rules of the venue / church / synagogue in regards to camera placement at the ceremony and other parts of the event.

10. Product Delivery:

The client will receive the final products (as mention in section 2 “coverage”) between 1 – 3 months after the event/wedding. All images will go through post processing for color correction.

Wedding books will be deliver approx. 30-45 days after design has been approved by client.

When applicable/requested, film photography will be with an additional charge and will include digital scans only and not the developed negatives.

All edited images and products will only be available to the client once full payment has been received.

11. Limitation of liability:

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be limited to the total value of the contract (Section 3). Neither party shall be liable for indirect or consequential loss.

* Full day and Complete Collection wedding photography packages are up to 10 hours unless described otherwise in Section 12 below (Additional Notes).

* Engagement session is up to 1.5 hours.

* **Destination wedding photography:** Lodging is not included unless described otherwise in Section 12 below (Additional Notes).

12. Additional Notes:

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

Signature of photographer: _____ Date: _____

Signature of client: _____ Date: _____