



1418 210<sup>th</sup> Ave New Richmond, WI 54017  
715-781-2655 (cell) 715-246-4960 (home)

[www.ericklopp.com](http://www.ericklopp.com)

## Wedding Photography Contract

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**Bride** \_\_\_\_\_ **Groom** \_\_\_\_\_

**Wedding Date** \_\_\_\_\_ **Time of ceremony** \_\_\_\_\_

Ceremony location and address \_\_\_\_\_  
\_\_\_\_\_

Reception location and address \_\_\_\_\_

Special location request \_\_\_\_\_

Bride's email & telephone \_\_\_\_\_

Address \_\_\_\_\_

Groom's email & telephone \_\_\_\_\_

Address \_\_\_\_\_

Address and phone after wedding \_\_\_\_\_

Bride's Parents Names \_\_\_\_\_

Groom's Parents Names \_\_\_\_\_

Wedding Coordinator \_\_\_\_\_

Best Man \_\_\_\_\_

Maid of Honor \_\_\_\_\_

Officiate \_\_\_\_\_

Number of bridesmaids \_\_\_\_\_ Number of groomsmen \_\_\_\_\_

Amount of photography coverage (approx. hours) \_\_\_\_\_

Total cost and description of photography services (see *Eric Klopp Photography Price Listing*) \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional terms of agreement \_\_\_\_\_  
\_\_\_\_\_

Please read and acknowledge the following (pages 2-3):



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[1] "Photograph(s)" means all photographic material furnished by Eric Klopp, 1418 210<sup>th</sup> Ave., New Richmond, WI 54017, (715) 246-4832, hereinafter "Photographer", whether transparencies, negatives, prints, digital images or otherwise.

[2] Except as otherwise specifically provided herein, all photographs and rights therein, including copyright, remain the sole and exclusive property of Photographer. Any additional uses require the prior written agreement of Photographer on the terms to be negotiated. Unless otherwise provided herein, any grant of rights is limited to the private use of photographic material purchased by the individuals.

[3] Client will not make or permit any alterations, additions, subtractions in respect of the photographs, including without limitation any digitalization or synthesization of the photographs, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known.

[4] Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses arising out of any use of any photographs for which no release was furnished by Photographer, or any photographs, which are altered by Client. Unless so furnished, in writing, no release exists. Photographer's liability for all claims shall not exceed in any event the total amount paid under this contract.

[5] Client assumes full risk of loss or damage to materials furnished by photographer hereunder and warrants that said materials are adequately insured against such loss or damage. Client shall indemnify Photographer against all claims, liability, damages and expenses incurred by Photographer in connection with any third party claim arising out of use of said material hereunder.

[6] All payment for services and materials provided by Photographer hereunder shall be made as follow the document *Eric Klopp Photography Price Listing*, unless other terms are created. Orders for albums, reprints, enlargements or other services must be prepaid in full. Fees are non-returnable.

[7] Time is of the essence for receipt of payment. No photography will take place and no rights are granted until timely payment is made in full.

[8] Client may not assign or transfer this agreement or any rights granted hereunder. This agreement binds and insures to the benefit of Photographer, Client, Clients principals, agents and affiliates, and their respective heirs, legal representatives, successors and assigns. Client and its principals, agents and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing because of immediate proximity of shooting. This agreement incorporates by reference Article 2 of the Uniform Commercial Code and the Copyright Act of 1976, as amended.

[9] Except as provided in (10) below any dispute regarding this agreement shall be arbitrated in the state of Wisconsin under rules of the American Arbitration Association and the laws of Wisconsin. Judgment on the arbitration award may be entered in any court having jurisdiction. Client shall pay all arbitration and court costs, reasonable legal fees, and expenses and legal interest on any award or judgment in favor of Photographer.

[10] Client hereby expressly consents to the jurisdiction of the Federal Courts with respect to claims by photographer under the Copyright Act of 1976, as amended.

[11] If Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Photographer will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a re-shoot and limits Photographer's liability to the amount paid under this contract.



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[12] Emergencies: Emergencies such as serious injuries, serious illness or death to the signing parties to this agreement or their immediate families will cause this agreement to be null and void. Photographer will retain \$50.00 of any deposits made and will not charge for further time or material expenses incurred while preparing for the shoot. Client(s) as well as Photographer must produce documentation in writing showing cause stating reason, relationship and have an excuse signed by an attending physician, charge nurse or funeral director. For the purpose of this agreement immediate family will consist of parents, stepparents, brothers, sisters, spouses, children, stepchildren, grandchildren and grandparents, as well as myself and the bride or groom. Either party may invoke this clause up to seven days prior to the wedding causing this agreement to become null and void.

[13] Unless negotiated in a separate instrument (in writing) all proofs, sample prints, negatives and images remain the property of Photographer and may be used as advertising, display, or any purpose thought proper by Photographer without compensation.

[14] Upon signature, photographer reserves the time and date agreed upon and will not make other reservations for that time and date. For this reason all payments are not refundable-even if the wedding is cancelled with an exception for (12) above. No other photographer will be permitted to photograph, pose, direct or interrupt while Photographer is working. Any breach of this agreement will constitute a reason for non-completion of the job with no liability to the photographer and the loss of all payments made under this contract.

[15] While every reasonable effort will be made to produce and deliver outstanding photographs of the Wedding events, because the Wedding is an uncontrolled event, Photographer cannot guarantee delivery of any specifically requested image(s). Photographer makes no warranty of any kind, whether expressed, implied, statutory, or otherwise under this agreement. Photographer hereby specifically disclaims all warranties to the maximum extent permitted by applicable law.

[16] By completing the following information it is understood that you have read and agree to the terms of this contract. This contract supersedes all prior and simultaneous agreements between the parties in both verbal and written communication.

[17] Checks shall be made payable to Eric Klopp, 1418 210<sup>th</sup> Ave., New Richmond, WI 54017.

[18] Photographer reserves the right to edit and will be the final authority on the images that will be offered for sale.

**I hereby affirm that I am of full age and have the right to contract in my own name.**

Signature of Contracting Party \_\_\_\_\_ Date \_\_\_\_\_

Signature of Photographer \_\_\_\_\_ Date \_\_\_\_\_