

Mindy Day Photography[©]

Atlantic Canada Wedding Photographers
Mindy & Richard Day

Primary area of focus: Halifax Nova Scotia
2218 Queen St, Westville, Nova Scotia B0K 2A0

E: info@mindydayphotography.ca

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TAX ID 713088680RT0001

Wedding Photography Contract / Agreement For 2024 – 2025 Wedding Date

Mindy Day Photography and its photographers agree to provide wedding photography services to the client(s) listed below.

PLEASE FILL OUT THE BELOW INFORMATION

	CLIENT ONE	CLIENT TWO
Client Name:		
Phone Number:		
Email Address:		

At least one home mailing address: _____

Services:

Mindy Day Photography will provide photography services on: **WEDDING DATE** _____

In Venue Name +City or Town) _____

Package Selection: Attachment A – Pg. 1; Finalized Investment Information

TWO HOURS COVERAGE @ \$2000 +hst	
FOUR HOURS COVERAGE @ \$2500 +hst	
SIX HOURS COVERAGE @ \$3000 +hst	
EIGHT HOURS COVERAGE @ \$3500 +hst	Example Choice
ADDED 1 HOUR TO ANY PACKAGE - Includes two photographers \$350+hst per hr	Package Choice
COMPLEMENTARY ENGAGEMENT SESSION – Removing this will not decrease the cost.	This can be added
Travel/Accommodations – (Travel .45 cents per km)	Travel TBD

Your Preferred Editing Style is: **PLEASE CHECK A BOX** [SEE EXAMPLES OF EACH HERE](#)

- Moody & Earthy (Darker)
 Light & Airy (Brighter)
 You don't have a preference and would like the photographers to decide (THIS WILL LIKELY BE A MIX OF BOTH STYLES)

PACKAGE BREAKDOWN + DETAILS / CONTRACT NOTES:

8 HOURS at (\$3500 +tax) + Travel \$.45 cents per km if applicable

Total = (\$4025)

-\$750 retainer = BALANCE (\$3275) Balance Due on or before: (One Week - 7 Days Before Wedding Date)

COMMENTS + NOTES / REQUESTS

****Non-Refundable Retainer can be paid by email money transfer to: info@mindydayphotography.ca**

***Engagement sessions are a separate travel cost from the wedding day travel. This will not be calculated nor noted in this agreement until we have chosen a location/date for the engagement session.**

Terms:

This agreement is made effective for all purposes in respects of date _____ by and between **Mindy Day Photography**, hereinafter referred to as “MDP” and _____ are hereinafter referred to as “The CLIENT” relating to the wedding/event(s) detailed below, hereinafter referred to as “The EVENT(S).”

ENTIRE AGREEMENT: This agreement contains the entire understanding between MDP and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change the agreement is to do so in writing, signed by all parties. In the events that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and retainer fee are *required* to reserve/secure the date and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or cancelled: or if there is a breach of contract by the CLIENT, the retainer fee and all other monies paid are non-refundable and shall be liquidated damages to MDP. The CLIENT will be granted a re-booking to a secondary date and all monies shall be transferred; ONLY if the date requested is available for booking the EVENT(S). ** Retainers begin in the amount of \$750 CAN. Transferred date – will be transferable when dates are available and MDP is given 8 months minimum notice from the originally scheduled/planned EVENT(S) date. (6 months minimum notice for Pandemics ie: Covid -19).*

EVENT(S) SCHEDULE: The client agrees to confirm the wedding plan and schedule one week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a in a timely manner and confirmation of receipt must be obtained from MDP by the CLIENT.

SAFETY: MDP reserves the right to terminate coverage and leave the location of the EVENT(S) if the photographer(s) from MDP experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the photographer(s) from MDP is in question.

EVENT FOOD SERVICE: MDP Photographers will require a meal for events 6 hours or longer. One meal per photographer. It is otherwise understood that 30-45 minutes of coverage time will be allotted for the photographer(s) to go off location to purchase a meal.

SHOOTING TIME/ADDITIONS: The CLIENT and MDP agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appropriate time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the schedule end time will be billed to the CLIENT at \$350 per hour (Rounded up). Payment of this overtime will be required before the release of any photographic images to the CLIENT.

EXPENSES INCURRED: When applicable, the CLIENT is responsible for all travel, accommodations, meals, and transport costs unless provided by the CLIENT or included by MDP.

See above Attachment A pg. 1

TRAVEL EXPENSES: All travel expenses are based on the distance between the EVENT(S) locations and MDP Office address at 2218 Queen St, Westville, NS. Any travel for the wedding day that is not included will be noted in the finalized investment information Attachment A. pg1. ****Engagement sessions are a separate travel cost from the wedding day travel. This will not be calculated nor noted in this agreement until we have chosen a location/date for the engagement session.***

RESPONSIBILITIES: MDP is not responsible for compromised coverage do to cause is beyond the control of MDP included but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect address provided to MDP, rendering of decorations, or restrictions of the locations. MDP is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. MDP is not held liable for missing coverage of any part of the EVENT(S). MDP will not be held accountable for failure to deliver images of any individual or any objects at the EVENT(S).

VENUE AND LOCATION LIMITATIONS: MDP is limited by the rules and guidelines of the location and site management. The CLIENT agrees to accept the technical results of their imposition on MDP. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; MDP will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits in necessary permission for all locations on which MDP will perform services.

COPYRIGHTS: Photographs produced by MDP are protected by Federal Copyright Laws (all rights reserved) and may not be reproduced in any manner without MDP's explicitly written permission. The CLIENT will receive an "Image Gallery" from MDP upon editing completion. The "Image Gallery", MDP grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to MDP, displayed as – Photographed by: MINDY DAY PHOTOGRAPHY. The client must obtain written permission from MDP prior to publishing or selling the photographs FOR ANY PURPOSE. **NO FILTERS, ABSOLUTLY NO ALTERING TO THE EDITING DONE BY MDP.**

MODEL RELEASE: *The CLIENT hereby assigns MDP the irrevocable and unrestricted right to use and publish photographs of the CLIENT(s) or which the CLIENT may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction; Within the standards of good taste. The CLIENT releases all claim to profits that may arise from use of images. The CLIENT may request restrictions of use of CLIENT images. **Any restrictions must be noted in ATTACHMENT A prior to signing of this contract.***

LIMIT OF LIABILITY: In the very unlikely event that the assigned photographer(s) from MDP is unavailable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism or other cause beyond the control of MDP, MDP will make every effort to secure a photographer replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the EVENT(s). Retainers are always non-refundable; all additional payments thereafter will be returned to the CLIENT within 90 days of the unlikely event. (In 20 years of photographing, never has this been required.)

In the very unlikely event, the digital files have been lost, stolen, or destroyed for reasons beyond MDP's control, including but not limited to Camera, hard drive, or equipment malfunctions, MDP liability is limited to the return of all payments beyond the retainer received for the EVENT(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. MDP is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year. **Many preventative measures are taken to keep files safe. Including but not limited to; External hard drives, thumb drives, Dual SD cards camera slots and online cloud storage.**

CAPTURE AND DELIVERY: MDP is not liable to deliver every image taken at the EVENT. The determination of images delivered to the CLIENT is left to the discretion of MDP. Unedited images are not provided, there are so many great photographs provided to you that the raw/unedited images would simply be redundant.

POSTPRODUCTION AND EDITING: The final postproduction and editing styles, effects, and overall look of the images are left to the sole discretion of MDP. Editing is done to the highest of standards and reflects a *TRUE TO LIFE* feel. Our editing style is that of **Rich, Earthy, Moody vibes** – **Please note:** Although we offer the *Light & Airy* option, we cannot guarantee that every image will be Light & Airy. There are many factors that go into achieving the L&A results; Including but not limited to; Your color choices/theme; Time of day for most of the coverage. Etc.... *All images will be edited within the best interest of the overall quality of the images; Quality will always trump either of our editing styles chosen. + **MDP is not responsible for any of the CLIENTS personal opinions of their own body image. Removing double chins, increasing, or decreasing of breast size or arms. MDP is dedicated to being authentic in how we photograph. The CLIENT understands additional editing requests to change personal "flaws" will be billed per image at \$25+tax.**

PAYMENT SCHEDULE / PAYMENT OUTCOME **(SIGNATURE REQUIRED IN THREE LOCATIONS ON PAGE #4)**

The remaining full balance is due **SEVEN** days prior to the EVENT. **All payments made at the CLIENTS discretion prior to the required final payment date of SEVEN DAYS prior to the EVENT, follow the same non-refundable policies as the required retainer. All non-refundable payments are transferable to another date – if and only when MDP is available.**

Transferable payment is only implemented due to an Acts of God - ie: Hurricane, Pandemic or illness creating an earlier/later date, etc. If after all efforts to reschedule have been exhausted with no productive results, all monies paid will remain non-refundable no matter the circumstances. If the CLIENT has decided to change the EVENT date for reasons that are not an act of God, the newly selected date for the EVENT by the CLIENT may be subject to an additional non-refundable \$750 retainer fee for the newly requested date. If the wedding date above is requiring a change, we will work with you to the best of our abilities to find a suitable date for your requested re-scheduling. This may or may not require uncommon wedding days such as Thursday, Friday or Sunday. *Retainers

or any monies paid will be transferable when dates are available and must be within 8 months from the originally scheduled/planned EVENT(S) date. (12 months grace for Pandemics ie: Covid -19)

PRICING: Services or Prints not included in the initial contract will be sold at the current price when order is placed. All prices are subject to change at any time without notice. Credit vouches have no intrinsic cash value and may not be applied toward merchandise purchased from MDP. MDP Packages may change at anytime, increase or decrease with promotional offers or otherwise. This change is not applied to any CLIENT contract once signature has been obtained. CLIENT signed contracts can only be increased at the CLIENTS request for package coverage change or add-ons. No additional decrease will be applied if a promotional offer is announced after the confirmation and signing on this contract.

All monies paid are 100% non-refundable if the WEDDING/EVENT is canceled by the CLIENT(s), for any reason. If your wedding/event needs a new date and those new dates are not available, monies paid to MDP are NOT transferable to another service offered by MDP. Ie: Family Session, family events... etc. Your retainer/monies paid are for the service of Wedding Photography only.

SIGN HERE TO VERIFY YOU HAVE READ THE ABOVE; PAYMENT SCHEDULE / PAYMENT OUTCOME INFORMATION: ---

_____ & _____ DATE _____
CLIENT #1 CLIENT #2

Check this box to acknowledge you understand the turnaround time is between 4-10 weeks

ADDITIONAL NOTES

\$750 RETAINER/WILL BE PAID ON OR BY:	_____
Reference Number: (if applicable)	_____
REMAINING BALANCE: TAX ID NUMBER --- 713088680RT0001	(\$3275.00)

The CLIENT acknowledges that Mindy & Richard Day of MDP will be granted EXCLUSIVITY. The CLIENT agrees that MDP will be the only photographers accepted for the use of any photography coverage for the wedding date noted above. Photography gifts or hire offered by Friends, Family, or any other professional photographer may not be granted photographic coverage in any manner. This is important as it will interfere with how we provide you the services you have hired us for. Family & Friends are welcome to take photos via their phones if desired. The CLIENTS will need to initial here to agree to these terms.

_____ & _____
CLIENT #1 CLIENT #2

By signing this contract, all parties agree to the terms herein contract pages 1 through to 4.

_____ Printed Name, Client	_____ Signature, Client	_____ Date
_____ Printed Name, Client	_____ Signature, Client	_____ Date
Mindy Day Photography _____ Printed Name, Company	<i>Mindy Day Richard Day</i> _____ Signature, Company Representative	_____ Date