

# Michele Stapleton

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## Contract for Wedding Photography

Please send two signed copies (of all three pages) along with the \$1500 retainer to the address below. I will sign the contract, return one copy to you for your files, and at that point we will have an enforceable contract.

Bride \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_

Groom \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail \_\_\_\_\_

Wedding date: \_\_\_\_\_

Wedding site (including town and state): \_\_\_\_\_

Approximate starting time: \_\_\_\_\_

Reception site: \_\_\_\_\_

Approximate ending time: \_\_\_\_\_

Estimated # of guests: \_\_\_\_\_

***The party(ies) signing the contract will be responsible for payment. If not the bride and groom, please complete the following:***

Name of party(ies) signing contract \_\_\_\_\_

Mailing address \_\_\_\_\_

Phone number \_\_\_\_\_

E-mail \_\_\_\_\_

Relationship to the couple \_\_\_\_\_

This contract confirms that you have retained me (Michele Stapleton) and my assistant(s) as the exclusive photographer(s) for your wedding. I will also attend the rehearsal the day before primarily for the purpose of preparing for the ceremony. Family and friends are, of course, welcome to take their own photos as long as they do not interfere with the duties of the official photographer(s). There shall be no one taking still images beyond invited guests with the exception that other wedding vendors (e.g., florist, cake maker, caterer, site owner) are welcome to photograph their own products and personnel as long as they do not interfere with the duties of the official photographer(s).

After this contract is executed, I will set up a password-protected online Wedding Planner to collect the details of wedding plans, names of family members, etc. A portion of the Wedding Planner deals with posed photos. Although I will do my best to capture family members, attendants, close friends, etc., in photojournalistic coverage (i.e., "candid" shots), I cannot guarantee that everyone will be photographed, nor the exact number of photos of any one person at the wedding. If you want to insure that a certain person or group of persons is captured, you should specifically request the shot. Please prepare your own list of posed photos and include those requested photos in the Wedding Planner. Please complete the Wedding Planner at least two months before the wedding.

When you begin planning the timetable for the wedding day (i.e., fixing the times for the ceremony, cocktail hour, reception, etc.), we need to make plans for posed photos. We can do posed shots before the wedding and/or after, but it is important to set aside adequate time so that no one feels rushed. Please contact me when you begin to fix your schedule for the wedding day.

The fee and terms are set out in the packages description sheet. The fee includes up to 200 total miles of travel. Additional miles are 60¢ per mile. Lodging (at actual cost) is added for the night of the rehearsal for out-of-town weddings. Lodging is also added for the wedding night if your reception is ending too late for me to return home before midnight. Additional travel fees may be assessed for out-of-state weddings. Maine sales tax (5%) must be collected on the *entire* contract amount if *any* products purchased pursuant to this contract are delivered in Maine.

A \$1500 retainer, due upon booking, secures the wedding date reserved. One-half of the remaining estimated balance is due one month prior to the ceremony. The balance is due thirty days after I have posted your proofs online, and carries a late fee 1.5% per month from the invoice date until paid in full. Attorneys fees are added to any account turned over to an attorney for collection.

If the ceremony is cancelled for the death, extreme sudden illness or accident of the bride, groom or other member of the immediate families, weather emergency/act of God, fire, or other casualty beyond your control, and you notify me immediately, I will refund all fees paid to date. If the ceremony is cancelled for any other reason all fees paid to date are forfeited; however, if the wedding is rescheduled within one year, the fees paid to date (minus a \$750 rescheduling charge) can be applied to the re-booking at my then-prevailing rates if I have your new wedding date open.

If death, extreme sudden illness or accident in my immediate family, weather emergency/act of God, fire, or other casualty beyond my control prevents me from being present, I will notify you immediately, I will make every attempt to help you secure an equally-skilled photographer, and return all fees paid. If despite my best efforts I am incapable of photographing the wedding or providing a replacement photographer, or if digital images are lost by a cause beyond my control (fire or other casualty beyond my control, act of God), then I shall not be liable for any amount in excess of the fees already paid.

I will shoot in a documentary/photojournalistic style using 35mm digital cameras, delivering “proofs” by posting a gallery of images online. You will receive a credit to use in purchasing prints, albums, or other products; you may begin spending your credit and we will deliver your high resolution digital files as soon as your wedding fees are paid in full.

I like to close all wedding accounts within eighteen months after the wedding date. Therefore, if you have not ordered an album within eighteen months after the wedding, I reserve the right to produce an album or collection of prints whose value corresponds to the credit you still have on account and deliver it to you without your input. (I will select the album product, photos, cover material, and design of my choice.)

I will retain your digital images for three years from your wedding date and allow you, your friends and your families to order reprints, albums and other products. After three years I will have no further obligation to maintain your files. You may take delivery of your digital images as soon as your bill is paid in full; when you do so, you assume responsibility for future maintenance of the files. I do retain copyright to the photos, and you agree to allow me to use photographs from the wedding in my promotional materials or in a book or exhibit of my work. This includes offering images to wedding magazines and publications. This right, however, is granted subject to the following limitation: After the proofs are delivered you will have a thirty-day period to review the proofs and notify me in writing of the proof numbers of any photographs which would constitute an invasion of privacy if published, e.g., photographs that a reasonable person would find objectionable, that would portray a family member or guest in a bad light, or hold them up to embarrassment or ridicule. In allowing you this right of review I ask you to not exercise it arbitrarily.

The optimum conditions for storing digital files, albums, photographs are archival storage medium with low humidity and no ultra-violet light. However, you are aware that dyes in all color photography will fade or discolor slightly over time due to the inherent qualities of dyes and you release me from any liability for any claims based on normal fading or discoloration.

If you have any specific questions, requests, concerns, suggestions, etc., as your planning progresses, please call or e-mail. Also, if you change e-mail or USPS mail addresses or phone numbers, please alert me so I won't lose touch with you.

Thank-you for choosing me for your wedding photography needs. I look forward to working with you.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Michele Stapleton \_\_\_\_\_ Date \_\_\_\_\_

## Payment Details

### I. Taxable Items

#### A. Package Chosen

- \_\_\_ 1. Basic (\$3500) .....
- \_\_\_ 2. Standard (\$4500) .....
- \_\_\_ 3. Preferred (\$6500) .....

#### B. A la Carte items

- \_\_\_ 1. \_\_\_\_\_
- \_\_\_ 2. \_\_\_\_\_
- \_\_\_ 3. \_\_\_\_\_
- \_\_\_ 4. \_\_\_\_\_

II. Maine Sales Tax (add 5% of a + b if any products will be delivered to a Maine address).....

### III. Non taxable items

- A. Use <http://www.mapquest.com/directions/> to figure round-trip mileage; if more than 200 miles, multiply miles in excess of 200 miles by 60¢ per mile.....
- B. Travel surcharge for out-of-state weddings (please ask for an estimate) .....
- C. Lodging if applicable (estimated).....

IV. Total wedding fee (sum of the above).....

V. Less Retainer..... (\$1500.00)

VI. Remaining balance.....

VII. One-half of remaining balance (due one month before wedding).....

VIII. A invoice for the final balance (with exact lodging, mileage & travel costs) will be issued after the wedding.

# Michele Stapleton

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## *Basic Coverage \$3500*

*(not available on holiday weekends)*

Primary Photographer Michele Stapleton attends your rehearsal on the day before the ceremony

Primary Photographer Michele Stapleton for seven hours on the wedding day

Secondary Photographer for five hours on the wedding day

All images are captured digitally, expect roughly 70 images per hour of primary coverage

Gallery of images posted online for four months

DVD with high resolution files with permission to copy & instructions

Slide show of images plus low resolution images for e-mail

Up to 200 miles of round-trip travel

## *Standard Coverage \$4500*

Primary Photographer Michele Stapleton attends your rehearsal on the day before the ceremony

Primary Photographer Michele Stapleton for nine hours of coverage (can be split between rehearsal party & wedding day)

Secondary Photographer for six hours on the wedding day

All images are captured digitally, expect roughly 70 images per hour of primary coverage

Gallery of images posted online for six months

DVD with high resolution files with permission to copy & instructions

Slide show of images plus low resolution images for e-mail

\$1250 purchase credit to be spent as you wish (*most popular option is a couple's album*)

Up to 200 miles of round-trip travel

## *Preferred Coverage \$6500*

Primary Photographer Michele Stapleton attends your rehearsal on the day before the ceremony

Select *Two* of the following: Rehearsal Party coverage (two hours) *or*

[Engagement Session](#) (two hours) *or* Custom Guest Book (30 pages) *or* [Wedding Portrait Session](#) (two hours)

Primary Photographer Michele Stapleton for ten hours of coverage on the wedding day

Secondary Photographer for seven hours on the wedding day.

All images are captured digitally, expect roughly 70 images per hour of primary coverage

Gallery of images posted online for six months

DVD with high resolution files with permission to copy & instructions

Slide show of images plus low resolution images for e-mail

\$2750 purchase credit to be spent as you wish (*most popular option is a couple's album & two copy albums for parents*)

Up to 200 miles of round-trip travel

*Please ask about our special pricing for intimate weddings*