

Terms and Conditions

Wedding Photography Order: Photographers will be available for the number of consecutive hours specified. A combination of formal, posed portraits and informal, candid photographs will be taken as specified in the chosen package. Also, a combination of black & white and color proofs will be edited and displayed at www.photographybyoneil.com, in a secure, password protected gallery approximately 60 days after the wedding. Client will choose the prints and products equal to the quantity as specified in the chosen package and notify the Photographer of the choices, at which time Photographer agrees to design book (if applicable) and order chosen prints from a Professional Photography print lab that uses professional quality paper and dye process chemistry. Photographer agrees to deliver client chosen prints, and any and all items included in package approximately 60 days after ordering prints and book, however because there are no time limits to when orders are placed, orders are completed in the order they are received, delays will occur when photographers receive an excessive number of orders at once. →♥Please read above and initial _____

The Client agrees to provide a meal and non-alcoholic drinks for 2 Photographers & also assistant if present. The meal shall be timed with the wedding party's main course so that no photo opportunities are missed while Photographers eat. A small table in the main dining area will be provided for the photographers for dining and for equipment usage from beginning to end of reception. The standard photography team consists of two (2) photographers and occasionally an assistant. →♥Please read and Initial _____

Retainer and Payment: The *nonrefundable retainer* is due at the signing and returning of the Agreement. Unless otherwise noted. The Retainer is necessary to hold the date and will be deducted from the total amount due. The remainder of the Agreement fee must be received by photographer no *less than 15 days prior to the Wedding Date*. Acceptable forms of payment include cash, personal checks and money orders, or debit/credit through PayPal. There is a \$50 per transaction fee if using PayPal. A \$75 fee will be charged for any returned bank checks. Notwithstanding as otherwise provided herein, if Client (Hereinafter defined below) fails, or refuses payment or delivery by the terms set forth herein, *Client shall pay to Photographer a service fee of \$50 plus 2% interest per month on the unpaid balance*. Checks to be made payable to **Diane O'Neil**. →♥Please read above and Initial _____

Cancellation At Client's discretion. Client understands that pursuant to this Agreement, Photographer may forgo opportunities to book other business on the Wedding Date. Client understands that in exchange for this consideration, Client agrees to the following with regards to a refund/application of monies paid by Client to Photographer:

- a) **Reschedule.** In the event that Client reschedules the Wedding and Photographer is available on the rescheduled date, a \$200 booking fee will be charged for the change. The remainder of the Retainer will be applied to total fee owed. A new contract must be signed by both the Photographers and the Client. If the Photographer is unavailable for the new date, then the Reschedule will be treated as a Cancellation and the Client shall forfeit the Retainer and any monies paid in its entirety.
- b) **Cancellation.** In the event that Client cancels the Wedding and Photographer is able to rebook the original Wedding Date, Client will forfeit the complete Retainer but receive a refund on all other monies paid prior to the Cancellation. In the event that Photographer is unable to rebook the original Wedding Date, then Client shall forfeit the Retainer and all monies paid prior to the Cancellation. All notification of cancellation must be received in writing by Photographer.

At Photographer's discretion.

- a) **Force majeure.** In the unlikely event that Photographer is unable to provide the services set forth in this Agreement on the Wedding Date for any reason including, but not limited to, illness, injury, emergency, or act of God, Photographer will make every effort to secure a replacement photographer acceptable to Client. If an acceptable replacement is not found, Photographer shall refund all monies paid, including the Retainer. In such case that Client declines the substitute photographer, Client may instead terminate this Agreement and receive a full refund of all monies paid.
- b) **Non-payment.** In the event Client fails to make any payment due as set forth herein with ten (10) days of its due date, Photographer shall have the right to immediately terminate this Agreement and Client shall forfeit all monies paid to date.

→♥Please read above and Initial _____

Additional costs: There will be no additional charge for the first quarter hour beyond the times listed in this Agreement. *After the first quarter hour, there will be an additional fee of \$250.00 per hour or partial hour. Additional fees are due and payable prior to when prints and products are delivered.* ♥→Please read above and Initial

Photographer's Copyright and Reproductions: All photographs taken by Photographers will remain the property of Photographer and are protected by United States Copyright Laws (USC Title 17) and may not be reproduced in any manner without the written consent of Photographer. It is a violation of federal copyright law to allow photographs taken by Photographer to be reproduced or altered in any manner including but not limited to electronic scanning via personal scanner or reproduction via photo lab or self-service kiosk. Photographer reserves the right to use and reproduce any and all images taken, for any purpose whatsoever, including advertising and promotional purposes. Client agrees to indemnify and defend Photographer against any and all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses arising out of any use of any photographs for which Client's guests provided no release to the Photographer...

Client's Use of Images: Client is obtaining prints and images for personal use only including non-commercial websites, and shall not sell said prints or authorize any reproductions thereof by the parties other than the Photographer. If Client is obtaining a print for a newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print for this purpose.

Requested Photos: While the Photographer will make every reasonable effort to take photos specifically requested by Client, Client understands that a wedding is an uncontrolled event and that due to the vagaries of the weather, available light and willingness of subjects, Photographer cannot possibly guarantee that any particular requested photograph will be taken.

Exclusivity: Client agrees that in order to ensure the best quality photographs possible, and to work in a timely manner with the time restrictions, **no other photographers, amateur or professional** shall be allowed to take photographs at the same scenes and at the same times as Photographer. (church and in between location) Client agrees that it will be the responsibility of the Bride or Groom or their liaison to ensure the enforcement of this policy. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with Photographer's duties and they do not photograph any posed setup shots arranged by Photographers. **This is strictly adhered to.** ♥→Please read above and initial

Officiate and Venue Restrictions: Photographer may be necessarily limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that Photographer will abide by such guidelines or rules and that they are outside the control of Photographer. Client agrees to hold Photographer harmless for the impact such guidelines or rules may have on the resulting photographs.

Limits of Liability: Photographer's aggregate liability arising under, with respect to or in connection with this Agreement shall not exceed total monies paid by Client to Photographer, as the case may be, under this Agreement during time preceding the date on which such liability arises. Although all care will be taken with the digital images, negatives and photographs taken at the wedding, Photographer limits any liability for loss, damage or failure to deliver pictures for any reason the return of all amounts paid for services. An obstruction or interference not caused by Photographer which prevents Photographer from performing her duties in properly documenting your wedding is the responsibility of the bridal party. This includes but is not limited to any act, delay, lateness of members of the bridal party, change in locations, errors in instruction or church restrictions regarding photography. Every effort will be made to assure your satisfaction according to professional standards; however, Photographer is not responsible for any subjective interpretations of photography. Additionally, Client is aware that the materials used in photography may fade or discolor over time due to the inherent properties of the material used and Client hereby releases Photographer from any liability for any claims based on fading or discoloration due to those inherent properties in the material used.

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Miscellaneous. This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of Pennsylvania shall govern this Agreement.

The parties have read this Agreement in full, agree to all of its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Please make all checks payable to: **Diane O'Neil**

Photographers:

_____	_____	_____	_____
Diane L O'Neil	Date	Sarah D O'Neil	Date

Client:

_____	_____	_____	_____
Bride :	Date	Groom:	Date

Parents must sign if under age of 18 years

_____	_____	_____	_____
Mother /father	Date	Father/mother	Date

Photography by O'Neil 281 Kane Road, Pittsburgh, Pa. 15239
412.879.0330 or 412.320.0330 or 412.378.1414
Fax: 724.519.7097

[http: www.photographybyoneil.com](http://www.photographybyoneil.com) photographybyoneil@gmail.com

Thank you, we look forward to working with you!