

Wedding Photography Contract Template

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THIS IS NOT LEGAL ADVICE. This contract template has not been reviewed by a lawyer. It is provided free as a guideline rather than a comprehensive contract, and many provisions may not apply depending on where you work. Take it to an attorney licensed in your state before you use it. Clauses marked VARIES BY STATE depend on state law in ways the article explains; they are the ones most needing local review.

How to use this: read the clause by clause article for what each clause protects you from, fill every [BRACKET], delete what does not apply, and have the result reviewed by an attorney licensed in your state before you rely on it. Bracketed sentences inside clauses are notes to you; delete them from the final document.

CLAUSE 01. THE PARTIES, THE DATE, THE VENUES

"This Agreement is entered into on [DATE] between [CLIENT 1 FULL LEGAL NAME] and [CLIENT 2 FULL LEGAL NAME] ("Client") and [BUSINESS LEGAL NAME] ("Photographer")..."

CLAUSE 02. SCOPE OF COVERAGE: HOURS, PEOPLE, AND WHAT "FULL DAY" MEANS

"Photographer will provide coverage from [START TIME] to [END TIME] on the wedding date, by [NUMBER] photographer(s). A second photographer [IS / IS NOT] included. Coverage beyond the end time, if requested on the day and accepted by Photographer, is billed at [\$ AMOUNT] per hour in half hour increments."

CLAUSE 03. DELIVERABLES AND THE DELIVERY DEADLINE

"Photographer will deliver no fewer than [NUMBER] edited images, delivered via [ONLINE GALLERY / METHOD] within [NUMBER] weeks of the wedding date. Unedited files and outtakes are not deliverables and are not provided. Editing style will be consistent with Photographer's published portfolio."

CLAUSE 04. THE RETAINER, AND WHY THE WORD "DEPOSIT" COSTS PEOPLE MONEY [VARIES BY STATE]

"Upon signing, Client will pay a booking fee of [\$ AMOUNT], which reserves the wedding date exclusively for Client and is earned upon receipt: Photographer will decline other inquiries for the date in reliance on it. The booking fee is not refundable if Client cancels, and is credited toward the total fee. This amount is a reasonable estimate of the loss of reserving and declining work for the date, agreed by both parties, and not a penalty."

WHAT VARIES BY STATE: New York and California look closely at clauses that let you keep the money; several states cap what you can retain when a service is cancelled far in advance. Before you set your retainer at 50%, ask a local attorney whether that number survives in your state.

CLAUSE 05. PAYMENT SCHEDULE AND FINAL BALANCE DUE DATE

"The total fee is [\$ AMOUNT]. After the booking fee, a second payment of [\$ AMOUNT] is due on [DATE], and the remaining balance of [\$ AMOUNT] is due no later than [NUMBER] days before the wedding date. Coverage of the wedding is conditioned on the balance being paid in full before the wedding day."

CLAUSE 06. LATE FEES [VARIES BY STATE]

"Any payment more than [NUMBER] days past due incurs a late charge of [\$ FLAT AMOUNT / SMALL PERCENT] per [PERIOD]. [Confirm the amount is lawful in your state before setting it.]"

CLAUSE 07. COPYRIGHT AND THE LICENSE YOU GRANT

"All images are the copyrighted work of Photographer from the moment of capture. Photographer grants Client a nonexclusive, personal use license to print, share, and post the delivered images for personal purposes. The license does not permit selling the images or providing them to businesses, including venues and vendors, for commercial use; such uses require Photographer's separate written permission."

CLAUSE 08. MODEL RELEASE: PERMISSION TO SHOW THE WORK

"Client [GRANTS / DOES NOT GRANT] Photographer permission to display delivered images in Photographer's portfolio, on Photographer's website and social media accounts, and in submissions to publications, credited where practical. Client may exclude specific images from this permission by written request."

CLAUSE 09. CANCELLATION AND POSTPONEMENT, BOTH DIRECTIONS

"If Client cancels more than [NUMBER] days before the wedding date, the booking fee is retained and all other payments are refunded. If Client cancels within [NUMBER] days of the wedding date, [STATE WHAT IS OWED]. A postponement is a request to move to a new date: one date change is accommodated without additional charge if Photographer is available on the new date and the new date is within [NUMBER] months, with all payments carried over; otherwise the cancellation terms above apply."

CLAUSE 10. ILLNESS, EMERGENCY, AND THE SUBSTITUTE PHOTOGRAPHER

"If Photographer cannot perform due to illness, injury, or emergency, Photographer will make reasonable efforts to arrange a comparable substitute photographer to shoot under this Agreement, with editing and delivery still performed by Photographer. If no substitute can be arranged, all payments including the booking fee will be refunded in full, and this refund is Client's remedy under this clause."

CLAUSE 11. LIMITATION OF LIABILITY [VARIES BY STATE]

"Photographer's total liability under this Agreement is limited to the total amount paid by Client. [A court may not enforce this cap in all circumstances; ask a local attorney how it reads in your state.]"

CLAUSE 12. GOVERNING LAW AND HOW DISPUTES GET RESOLVED [VARIES BY STATE]

"This Agreement is governed by the laws of the State of [STATE]. Any dispute will be brought in the courts of [COUNTY, STATE]. [Think before adding a mandatory arbitration clause: it can put your own small claim out of reach.]"

CLAUSE 13. ARCHIVAL PERIOD: HOW LONG YOU KEEP THE FILES

"Photographer will archive the delivered images for [NUMBER] days after delivery. After that period Photographer has no obligation to retain any files. Client is responsible for backing up the delivered gallery."

CLAUSE 14. SIGNATURES: BOTH CLIENTS, BEFORE YOU SHOOT

"This Agreement is not effective until signed by both Clients and Photographer and the booking fee has been received. Electronic signatures are acceptable."

SIGNATURES

Photographer: _____ Date: _____ Client 1:
_____ Date: _____ Client 2: _____ Date:

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