

AMERICAN

PHOTO

Wedding & Portrait Guide

WEDDING SECRETS EXPOSED

**LOVE, MARRIAGE &
PROFITABILITY**

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MIRA MAMON

ERNST TRAMPOSCH

LIGHTING

HOW TO MAKE IT WORK

WEDDING ALBUMS

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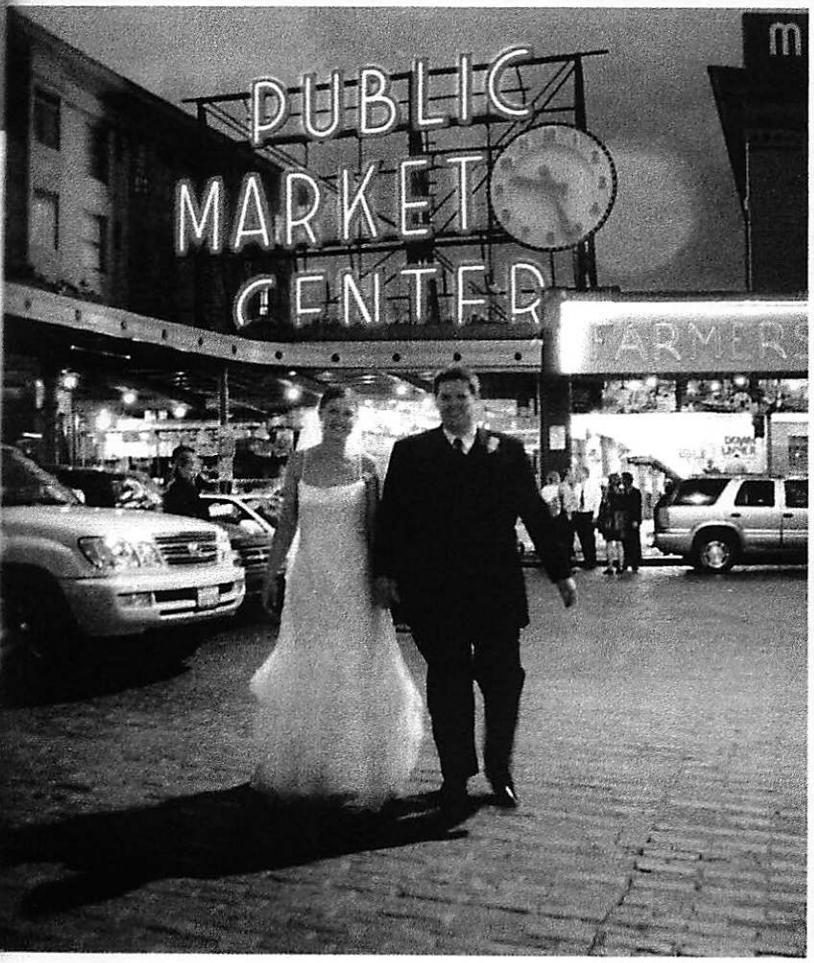
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Sign Here

YOU'VE HAD A GREAT MEETING WITH THE HAPPY BRIDE AND GROOM. YOU'VE AGREED ON THE TERMS FOR THE WEDDING PHOTOGRAPHY PACKAGE.

WHAT CAN GO WRONG?

Just about anything. And if it does, chances are that smiling happy couple will morph into the angriest two people you've ever seen—and you will be the target of their anger. The best way to ensure that you don't end up in court is with a carefully crafted and easy-to-understand contract.

Keep in mind that wedding clients probably have never purchased photography services before. They don't know common photographic terms and practices. They don't know that color dyes may fade or discolor over time. It's your job to educate them, and a well-drafted contract is your best tool.

You don't need to hire a lawyer to write a contract. There are several good photography business books with sample contracts. Professional organizations, such as the American Society of Media Photographers and Wedding and Portrait Photographers International, are also good sources of information.

What is a contract? It is a "meeting of the minds," so it is important that the contract clearly states what you and the client(s) have agreed upon. Think of a contract as being like a will: plan for the worst and hope for the best. If anything does go wrong and you end up in court, the contract rules, so if you make any agreements after you've signed the contract, write those up, sign, date, and attach them to the original contract.

The first adage for contract writing:

Don't assume that your new client knows anything. Explain and define everything, even what strikes you as the simplest and most obvious term.

A good contract will cover the basics, such as who the client is, what services are being provided and where, what the charges are, and how and when payment will be made. In addition, a carefully written contract also will include a list of "terms and conditions" that govern the deal. Some of the common terms and conditions for a wedding contract are as follows:

Exclusivity:

Will anyone else be allowed to take pictures? If so, who, when, and how many?

Substitution:

If something happens to you, such as illness, you can substitute another competent professional photographer. Obviously, it is in your interest to include this provision.

Deposit and payment:

How and when will it be made? It is common to get 50 percent in advance and the remaining payment either on delivery of proofs or the final job. Since the wedding couple will probably be one-time clients, you should get the payment before delivering the final prints.

Cancellation:

It is common to refund the deposit in full if the client cancels within a set time, e.g., 30 days. But what happens if the client cancels one week or one day before?

Copyright:

You should retain copyright and the exclusive right to make reproductions. It is also common to specify that you will only make reproductions for the client, for your own promotional activities, and for photo contests and art shows; for all other uses, you will seek the client's permission.

Client's usage of prints:

Explain that owning the print is not the same as owning the copyright. Limit the client's usage of the prints to personal use only, and specifically exclude any rights to sell prints or authorize reproduction other than for a wedding announcement in a newspaper.

Failure To Perform clause:

This is a very standard clause in contracts. It limits your liability if you fail to perform for reasons outside of your control (fire, strike, act of God, illness, camera malfunction, improperly developed film, etc.). ❖

by Michelle Bogre