

WEDDING DATE:

sTOrM Photography

www.tomstorm.net

(610) 577-5653

102 Honeysuckle Lane

Lehighton, Pa 18235

Wedding Photography Contract and Model Release

Bride:

Groom:

Full Mailing
Address:

Phone:

Phone:

Email:

This agreement constitutes, 1) a **Contract for Wedding Photography Services**, and 2) a definition of **Your Rights to the Images** and 3) a **Model Release**.

Contract for Wedding Photography Services: Upon signing, Thomas J. Storm (photographer) will reserve the time and date agreed upon, and will not make any other arrangements for that time and date. For this reason all retainer fees are nonrefundable, except as noted herein. In the event of a postponement or change of date, all payments are nonrefundable but may be transferred to the new date if it is available. In the event of cancellation, all payments received are nonrefundable. If cancellation is made less than 90 days in advance, and the photographer is unable to secure another wedding for that same day, the Bride and Groom are liable for the full contracted amount, excluding peripheral services or extras that may have been included in the original price. Payment in full is expected no later than 2 weeks prior to the wedding date. If Thomas J. Storm cancels for any reason, all payments will be refunded and the aforementioned forfeiture of payments shall not apply. In the event of the photographer(s) suffering from any illness, every effort will be made to secure the services of a new professional photographer to cover the event. Delivery of the data Flash Drive shall occur within (90) business days of the wedding date. Should Thomas J. Storm deliver after these deadlines, they shall refund a reasonable, mutually agreed portion of payments received. If a significant portion of the wedding images are lost, then a refund will directly reflect the portion of time of the entire day that was lost. If the Photographer(s) cannot perform this Contract due to fire or other casualty, strike, act of God, airline delays, or other cause beyond the control of the parties, or due to Photographer's illness or emergency, then the Photographer shall return to the Client all money received but shall have no further liability with respect to the Contract. This limitation on liability shall also apply in the event that photographic materials are through camera malfunction, lost in the mail, damaged, stolen, or otherwise lost or damaged without fault on the part of the Photographer. If the Photographer(s) fails to perform for any other reason, the Photographer(s) shall not be liable for any amount in excess of the full value of the Client's order. It is understood that, while he will do his best to capture images of everything that happens, however, Thomas J. Storm makes no guarantee to capture any specific image or scene. The contracting parties agree that in the event it is necessary to retain the services of an attorney for the collection and enforcement of this agreement, by either party, the breaching and/or offending party agrees to pay the other party's actual costs for attorney's fees and other expenses incurred in the collection and enforcement of this agreement. Venue of any legal action will be in Carbon County, Pennsylvania USA.

Your Rights to the Images: This contract includes " Home Use Rights," Which means that you can use your images for personal, nontransferable and noncommercial uses. You may make as many prints as you would like for yourself, or to give away as gifts. You may place low resolution (72dpi) copies of the images on your personal website for viewing as long as prints are not offered for sale. You may copy the disc to facilitate storing a backup in a separate location, but you may not give copies of the disc to any person outside your immediate family. You are personally liable for communicating the limitations of this contract to any person who receives a disc copy, and you are personally liable for any illegal uses that arise from the distribution of these images to other persons. You may not sell the image files or prints produced from the files whether in original form, or after any amount of alteration. Other persons may not use the image files as a basis for the creation of any artworks if that artwork is to be used for any commercial purpose. No rights to these images may be transferred to any other person or company, whether for profit or as a gift. The images may not be displayed or printed in any commercial media, for any purpose whatsoever. If you have a question about any specific usage, please contact the photographers to ask for clarification or permission before proceeding with such use.

Model Release: Bride/Groom hereby grant to Thomas J. Storm and Thomas J. Storm's assigns and transferees, the unrestricted right and permission to copyright and use, re-use, publish and republish photographic portraits or pictures of the Bride/Groom without restriction to changes or transformations, for any legal purpose. Bride/Groom hereby relinquish any right to examine or approve completed product, the copy or any printed matter that may be used in conjunction therewith or the use to which it may be applied. I hereby affirm that I am not a minor and have the right to contract in my own name. This agreement shall be binding upon me, my spouse, our heirs, legal representatives, and assigns. Should the marriage be dissolved, this agreement shall be continue to be binding upon all parties.

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Summary of services included in this contract:

1. Thomas J. Storm and a secondary photographer as your photographers for a total of ____hrs
*(any extra time is billed at \$120/hour)
2. You receive all of your pictures as high resolution custom edited files on flash drive with case. We suggest backing up all files to the cloud for long term storage. (Google Drive, Dropbox, etc...)
3. Your images hosted in an online gallery & slideshow.

Full Package Price: +6% tx \$_____

Retainer Paid w/ Contract (35%) \$_____

The remainder may be paid by check in up to
4 installments prior to your event.

Payment Amount: \$_____

Payment Schedule Dates: 1. _____ 2. _____ 3. _____ 4. _____

*Last payment due 2 weeks prior to service

Additional Notes:

Signature: _____

Your signature indicates that you agree to all terms of this contract. Checks made payable to Tom Storm Photography. Mail this contract and model release along with the retainer to:

102 Honeysuckle Lane

Lehighon, Pa 18235