



RUSTICALLY ROMANTIC WEDDING CONTRACT

BRIDE'S/GROOM'S NAME: _____

GROOM'S/BRIDE'S NAME: _____

WEDDING DATE: _____

TELEPHONE #S: _____

EMAIL: _____

MAILING ADDRESS: _____

COORDINATOR NAME & #: _____

WEDDING LOCATION: _____

WEDDING VENUE CONTACT: _____

VENUE PH #: _____

ADDRESSES OF WHERE YOU BOTH ARE GETTING READY:

CONDITIONS WITHIN THIS AGREEMENT:

SECURING YOUR DATE

DEPOSIT- A \$500 RETAINER is required to secure the date. This deposit blocks this date on my calendar. This deposit is non-refundable or transferable for any reason.

BALANCE- Payment of the balance of is due upon arrival, the MORNING of the wedding. If you feel Ive help facilitate your day Gratuity can be added at departure. Payments can be made via cash, check, Zelle, Venmo.

METHOD OF PAYMENT FOR ALL SERVICES- Payments can be made via cash, Zelle, Venmo, or check. Checks are digitally deposited thus funds need to be immediately available. Postdated checks are not allowed. Checks are cashed prior to release of images. Returned checks/Insufficient funds will be charged an additional \$250 every 7 days until balance is paid in full.

PREPAYMENT- Prepayment of the wedding, earlier than the week of the wedding in full is not encouraged for accounting purposes.

CANCELLATION POLICY- Cancellations less than 12 months before the date of the wedding will require client to pay payment in full on scheduled wedding date. If forced to pursue legal action to recoup balance, client agrees to assume all legal costs for both parties regardless of outcome, plus liable for my time, my lost wages, and for all court expenses incurred.

*-Cancellation under 12 months, **CASH** balance due in full on original date. I understand cancelling a wedding is hard enough, without the added pressure of expenses incurred, but its business, and since you have “purchased” that date on my calendar, payment is due.*

SCOPE OF SERVICES

PHOTO COVERAGE-

Engagement sessions range between 2-2.5 hours total. Please keep this in mind when picking locations.

Elopements are 4-6 hours of coverage.

Wedding base rate include 8 hours of coverage. However, the ideal coverage starts when the bride (specifically) starts getting ready and ends after reception events (cake cutting, first dance, etc.)

Your customized wedding package will ensure you get all the hours you need if you'd like all day full service.

SERVICE;

Exclusive Rustically Romantic experience, styling, and approach is the cornerstone of my business. Booking your photography services thru RR ensures you will have on brand imagery of the highest caliber, with an attention to both detail and a reputable approach.

PRICING:

Based on your consultation, please list preferred services on last page with total. Please note engagement sessions are paid at time of service as opposed to combining within total.

TRAVEL ADDITION: Travel compensation is added to weddings 100 miles away from MARIN COUNTY Ca. If more than a 2.5 hour drive is required, a hotel room charge for the night before is added to total price. This is a safeguard to my couples, in case of an accident, car trouble, etc, that would derail the actual start time of the wedding day.

An additional travel fee will be discussed at consultation if extensive travel is required.

DISCOUNTS with the exception of military discounts, I no longer offer discounted rates

IF YOU HAVE OR ARE CURRENTLY SERVING PLEASE LET ME SHOW MY APPRECIATION BY DEDUCTING 1/3 off your engagement session + \$200 off your wedding package!

ARTISTIC PRIORITY- Photographer exclusively retains artistic priority during a wedding day and as such, the following herein applies.

1. I will ask your guests, nicely to not take any of the posed images I set up, this does not include family photos or any candid photos they would like to take throughout the day. However, during posed wedding party and couples formals, I ask that only your paid professionals are shooting your images. This is protection for you such that photos aren't posted on social media before you even get to see the professional version of the same photos
2. If guests request certain poses and shots from me, it is not to have me do the work of setting it up while they/friend shoots it with their phone simultaneously.
3. Do not hire me and hire another photographer simultaneously. This includes "trades" or "friends" asked to take "actual" wedding photos that day. This is such an unexpected twist of events and always causes problems.
4. Let me know upfront if you are attempting to hire me as "the backup photographer".
5. If you have hired a videographer, or any other video/photo professional, my contract reserves creative priority, meaning we work collaboratively without them in the middle of my images (Keep in mind everything that needs writing down in this contract, means it's actually happened lol). I have some amazing references for videographers whom I love working with if you need a jumping point.
6. Only Photographer and videographer (one team member) attend sunset session.

COPYRIGHT- Digital image files provided to the bride and groom may be displayed online, for personal use, printed through the gallery, or bought outright, but not for commercial use. Photographer retains the right in all cases to use photographs for purpose of advertising or otherwise promoting their work or any other use. *All posed images taken by Darby Johnson are the sole creative/intellectual property of artist, and the physically property of client upon release. The entire copyright in the photographs is retained by the photographer at all times throughout the world*

-If asked to be published within a magazine, online, etc. permission is requested to consider terms/photo credit.

-Couple can use all images however they would like but cannot sell them or use them for commercial advertising without permission.

Although you retain the rights to your images, strong discretion is expected on additional editing...meaning, do not poorly re-edit your images. This makes my style look inconsistent. Note-if you, the client, is an amateur, or professional photographer, no images taken by Darby Johnson Photography can be advertised, or portrayed to be that of the client's work.

For the photographer who is now the bride- I am honored that I have been asked to be your photographer, as I know you have extremely high standards. I ask that you enjoy your photos and post as any other brides, with care to not appear as though the photos are part of your work. I also ask that you do not duplicate, copy, or use the contents of this contract in your own business negotiations.

ARCHIVAL RELEASE- Once all images within wedding package have been delivered, the photographer is under no obligation to retain the images. Images are erased following delivery.

-After receiving your copy of the photos, I encourage couples to make additional copies and keep in secure location in case something happens to original set.

ATTENDANCE- Upon signing, priority booking is given on a first come first serve basis for approved couples. If an additional booking comes in after receipt of a prior contract, that client, with prior notice/approval will be assigned another photographer within Rustically Romantic staff.

In the unlikely event that the photographer is unable to complete the coverage due to unforeseen circumstances, the photographer cannot guarantee, but will make all attempts to provide another photographer! *-This has never happened! Never planning on it happening!*

- *Currently my sons are reservist for The United States Marine Corps and acting Deputies. My Daughter participates in rodeo and remote hunting excursions...for any reason, something happens within my family that needs my attention, my job as a mom comes first in the universe. Please know that I will do anything and everything to be everywhere for them and you simultaneously!*

EQUIPMENT FAILURE- I backup all images throughout your wedding day. Once back in the office, I back up images a third time, before getting backed up a 4 and 5 time by the editor.....but technology sometimes fails humans. In the unlikely event of a total photographic failure, Client cannot pursue court action over the contract cost for reimbursement.

-Client will be reimbursed for the amount contractually agreed upon within this contract in case of a total photographic failure

COORDINATORS- If couple is working through a wedding coordinator, “client” refers to couple, not the coordinator. Couple must both sign contract. With your consent, as the paying client, I am happy to share images coordinators can use as they wish to promote their services. However, coordinators whom demand the capture and copyright release of certain photos (which is actually illegal) may not be gifted the gallery. In addition, coordinators whom encourage clients to provide a shot list of every photo they want throughout the day are in conflict with the process, and may result in you receiving less “genuine moments as they organically happen” while attempting to simply checkoff the required shot list. Client retains the right to convey what photos they hope to have and photographer will do her absolute best to capture any and everything a client might

want, I just don't encourage a "printed list approach for art". Lastly, coordinators are not allowed to take duplicate photos during sunset pics and then sell them as content creation/stills to the client, as that is photographer's intellectual property.

COMMUNICATION- Once you are on schedule, please reach out to communicate with me if you have questions and concerns during business hours. Because of high demand, I don't always routinely check in with my couples. I ask if you have a question and have texted and not got a response, please retext me. (Chances are I'm at a wedding and my ringer has been turned off).

FINAL PRODUCT- Your wedding proofs will be uploaded to an online gallery. This gallery system enables couples and their families access to view and proof your entire collection. As a client you will receive a download code to download your reduced size proofs for all socials, thank you notes, etc and archive within your personal computer. All prints, large and small can be ordered straight from the gallery, with the option to purchase all your images at full res to archive and print by a third party. Once gallery link is given, please review your collection and immediately (within 2 weeks of receipt (unless on honeymoon), If you feel any images are missing (which is rare but can happen when transferring such a large amount of images), such that I might be able to retrieve them from the original memory card before the card is erased. Photographer will guarantee storage of wedding albums for 1 year.

SAFETY-If photographer, any associate, or photographer's family member; as a guest or brought to assist is accosted, assaulted, or threatened in any manner while photographer is on the clock, by anyone in attendance, this contract is null and void immediately resulting in payment due in full for date and time and depending on the severity of the situation may void receiving any photos, per photographer's discretion. Aside from safety, Photographer will not tolerate directed outbursts from mothers, sisters, etc hurled at photographer while under employ. Their actions will forfeit your agreement for any remaining wedding coverage, receipt of your gallery and payment will be immediately due in full.

CONDUCT- As proven with over 200 reviews, photographer and any associates will behave in a professional manner throughout planning and event. Horror stories of wedding vendors drinking, inappropriately fraternizing with guests, yelling insults, etc. are not consistent with the integrity of Rustically Romantic Photography.

WEDDING DAY NOTES- PLEASE REVIEW & INITIAL;

*If your wedding is near dusk and you do not want to see your spouse before the ceremony, you risk having all your photos taken in the dark, and will most likely use the majority of your reception time on photos. So let's plan accordingly.

*If important guests are at your wedding, please point them out. If tragedy strikes and that individual is missing from pictures, I place an enormous amount of responsibility on myself, and that's a tough pill to swallow.

*I eat when the wedding party does, going through the buffet line with the wedding party such that I can be back to shooting right when the toasts begin.

* Drunk guests, please trust my judgement, I reserve all rights to void contract per a safety issue

* If couple decides to partake in heavy drinking/drug use during wedding, photographer promises within writing to try to salvage the photo opportunities yet only to a certain point. After repeated reminders, endless hide and seek to find missing parties, physically attempting to help hold/prop couple upright, reminders to try to look at the camera, etc.... photographer retains right to leave wedding at that point.

Bad checks will result in withholding of your gallery in addition to an added 3x my total rate if pursued in court.

_____ Deposit due now, unless discussed. even if I love you, your day is not yours, until a deposit is given and contract is signed.

_____ Cancellation within one year of your wedding date, payment is due in full.

_____ If payment cannot be collected, the balance due x3 plus all court expenses will be your expense.

_____ If you are running late, and you receive less photos, or do not get the photos you were hoping for because of tardiness, that is not the fault of the photographer. Expectations for the same results as a bride with adequate timing is not realistic.

_____ If your wedding date has rain, please understand I will do my absolute best to get you the photos you want, with the understanding we may have to capture inside photos only or have limited windows of time outside without compromise to my equipment. There are no refunds for bad weather.

_____ I will do my best to capture the greatest shots of your wedding day. Please note, if someone does not want photos taken (i.e. mothers, groom, drunk groomsmen, etc, there is only so much I can do)

_____ Photos will be returned ASAP! Photographer retains privilege to adhere to industry standards of return photos within 4 months.

_____ Photographer retains the right to use images, unless discussed prior.

_____ Cameras have glitches. It happens and all efforts are made to avoid a mishap. Please sign that you understand this.

_____ If we are lucky enough to already be friends, please know that your mistreatment of me or any of my associates will not be easily overlooked. As such, this professional agreement is even more important than ever to protect our friendship now and in the future.

_____ All legal costs associated with breach of contract falls solely on client.

SIGNATURES-

Signature of Photographer: IMPLIED WHEN SENT Date: _____

Signature of Client: _____ Date: _____

Signature of Client: _____ Date: _____

Please print with pricing page and send back to:

DARBY JOHNSON, po box 304 Novato Ca 94948

PLEASE REFER TO WEBSITE FOR THE MOST UP TO DATE PRICING TO ASSEMBLE YOUR CUSTOM WEDDING PACKAGE

(AND ATTACH TO CONTRACT)

HOW TO CUSTOMIZE YOUR PACKAGE

1

**REVIEW
POPULAR
PACKAGES**

See if one fits your exact needs

2

**USE A FLAT RATE
PRICE**

If you are overwhelmed keep it simple.

3

**BUILD YOUR
OWN**

Use the base rate and add on to make your perfect package within your budget

4

**+/- TRAVEL
DISCOUNTS**

from your balance due

CUSTOMIZE YOUR PHOTOGRAPHY PACKAGE

1. PREFERRED PACKAGE _____

2. or... BUILD YOUR OWN (BASE RATE + ADDITIONS) _____

3. +TRAVEL _____

4. -DISCOUNTS _____

TOTAL DUE: _____