

Wedding Photography / Videography Contract

Call Robin at 806-783-3003 if you need help answering some questions.
Make a copy of this contract for yourself, and mail it to:
Mark McCall Photography
3406 74th Street
Lubbock, Tx. 79423



Bride's name _____	Groom's name _____
Address _____	Address _____
Town / Zip _____	Town / Zip _____
phone _____	phone _____
work phone _____	work phone _____
e-mail _____	e-mail _____

Contact person _____	Product(s) I am buying (hours, album ect.) _____
Address _____	_____
Town / Zip _____	_____
e-mail _____	_____

Wedding date / time _____

Church _____	Reception (if different from the church) _____
Address _____	address _____
_____	_____

Altar photographs **BEFORE** the wedding or **AFTER** (circle one).....if before, what time _____

We are contracted from _____ until _____

Video Questions

One camera video Two camera video

I would like to decide where camera(s) are placed. I would like Mark McCall Photography to decide camera placement

Please write any details we should know about

If nothing is noted, we assume there are no important or extraordinary circumstances

The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Client _____	Photographer _____
Date _____	Date _____

Terms and Conditions

- 1. Exclusive Photographer.** Mark McCall Photography shall turn away all other requests for photographic / video services for the date & time listed on this agreement. Coverage is for _____ hours. Any time over this limit will be billed at \$300 per ½ hour. Any time over the contracted amount is automatically billed for ½ hour. For instance, if we go over our time by 15 minutes, you will still be charged for ½ hour. If you do not want to be billed for overtime, you may inform us in advance to cease photography / video when time is up. Many weddings run late for a variety of reasons. The overtime charge will still apply if we go over our allotted time, regardless of the reason. Wedding album and/or video cannot be delivered until overtime charge is paid.
Client agrees to trust the artistic judgement of Mark McCall Photography, employees or agents in album design and construction, with regard to lighting, lightness or darkness of photos, exposure, layout or any other design element in the wedding album.
- 2. Other photography.** Mark McCall Photography does not have a “no shooting” policy. Anyone may take photographs as long as it does not interfere with the work of the photographer, and it does not hold things up. We ask that family members take photographs from the outer isle as other flashes can set off ours. Also be advised that we use very long shutter speeds. It is not uncommon for flashes from other camera to wind up on our film, rendering the photograph unprintable. **Absolutely no flash photography during the ceremony.**
- 3. Deposit and Payment.** The Client shall pay a retainer in the amount of \$300 to retain the Photographer to perform the services specified herein. The paid amount is fully applied to the final balance with the remainder due at least 10 days before wedding date. Monies paid are non refundable and nontransferable. Products and services may be added to this contract at any time. But changes to the contract affecting the total dollar amount are prohibited. Payments toward balance, regardless of amount, may be made at any time. Our staff, by expert wedding album handlers, does all album layout & design. We do not offer proofing appointments.
- 4. Cancellation.** It is the responsibility of the contracted person to inform Mark McCall Photography as soon as possible of any cancellation regarding the wedding date.
- 5. Copyright and Reproductions.** Mark McCall Photography shall own the copyright in all images and or live video created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer’s portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer’s studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
- 6. Specific Photographs.** Due to the spontaneous nature of weddings, Mark McCall Photography does not guarantee to capture any specific image or series of images or video. Sometimes people leave the reception before we can photograph them, turn around at the last minute, or simply won’t cooperate. Equipment malfunction may also keep us from delivering a specific image or series of images or video. Client agrees to trust the artistic judgment of Mark McCall Photography in still imagery or video.
- 7. Equipment Malfunction.** Equipment malfunction can neither be predicted nor expected. Mark McCall Photography does, however, take every precaution available to prevent equipment breakdown. And, while it is possible to take several photographs before realizing there is a malfunction, we take every possible precaution to prevent such an occurrence. Mark McCall Photography is not responsible in the extremely rare event that photographic equipment malfunctions. In the case of a one camera video breakdown, a replacement will be put into place during the ceremony, if possible. In the case of a two camera video breakdown, the other camera will record all of the video.
We take several backup pieces of equipment to every wedding. If we do experience a breakdown, we will switch to an alternate piece of equipment immediately.
- 8. Video.** Customer understands that a number of things can affect video quality. Church lighting, or lack of, is the most common cause of marginal video quality. Leaving all of the lights on during the ceremony will result in the best picture quality. Ceremony/Reception is captured using prosumer level camera at 300 lines of resolution. If you are not sure about resolution differentials, we suggest you check this out on your own. Some churches have several different types of lighting in different parts of the sanctuary, each light source having its own color temperature. On rare occasions, light from one camera may not match light from another, depending on where the cameras are placed. Also, every church is different acoustically, so Mark McCall Photography does not guarantee the audio characteristics of any particular church. We do, however, make every effort to provide the best video and audio quality possible. Since sound is taken from several different sources, some audio adjustment may be necessary when viewing video. Every effort will be made to make all audio as close decibally as possible. Video is delivered on one (1) professional grade VHS tape. Mark McCall Photography will use our own best judgment on camera placement and camera angles, unless specified on the first page of this contract. During post-production, we also use our own best judgment in editing. Changes to your video are available at \$100 per hour video studio fee.
- 9. Failure to Perform.** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer’s illness, then the Photographer shall return all monies paid to the Client, with the exception of money paid for prints or services already delivered, but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that all of the photographic materials or video are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client’s order.
- 10. Stolen Equipment.** Mark McCall photography and the Client listed on this agreement are not responsible and no relief is given to either party in the event that photographic equipment is stolen at the wedding or reception. Stolen equipment may contain exposed images and / or video from your wedding. Every effort will be made to keep exposed film / video secure. This also applies to digital capture devices that store photos on digital media.
- 9. Photographer.** The Photographer may substitute another photographer to take the photographs/video in the event of Photographer’s illness or of scheduling conflicts. This usually only applies to the very end of wedding coverage, and is very rare.
- 11. Product Delivery.** Please allow 6-8 weeks for final product delivery. This includes wedding albums and / or video. During holiday seasons, or certain times of the year, the wait may be slightly longer, but most often the wait is not that long. Final product may be shipped anywhere the family would like. A shipping charge will apply.
It is important to note that our Platinum Edition Renaissance wedding albums are designed to give the page a little room to flex. This keeps the images on the page from cracking or rolling up. A slight ripple in the page is normal, and will add to the longevity of the album.
- 12. Mom’s Special.** Client understands, that in order to take advantage of our Mom’s Special, it must be paid for on or before wedding day.
- 13. Responsibility.** Mark McCall Photography is not responsible for anything outside the realm of our direct control. Examples are: stolen equipment with exposed wedding images inside, accidental damage to film at our processing lab, loss of film or prints by our shipping carrier, overexposure due to other flashes coming from cameras other than our own, computer hard drive crashes where wedding images are present, or digital camera failures. Also includes any incident not mentioned that is outside our direct control.
- 14. Photography & Video Coverage.** Our video coverage’s are for 4 hours each, but if you buy a **photography** package that is more than 4 hours in length as well, the video package automatically changes to the number of hours in the photography package at no charge.
Example: You want a 5 hour wedding photography package, and you would like to add one of the 4 hour video packages as well, you would get 5 hours of video coverage for the price of 4.

