

# the Legal Paige<sup>®</sup>

## WEDDING PHOTOGRAPHY CONTRACT CLAUSE CHECKLIST

A FREE CHECKLIST



# MEET PAIGE

ATTORNEY + PHOTOGRAPHER

*I'm here to teach you the legal way to set up and run your business without breaking into hives.*

## *my story*

Hey there, I'm Paige! I'm the founder and lead attorney behind The Legal Paige, a virtual law firm that helps small businesses get legally legit. I am a certified Juris Doctor barred in the state of Montana and hold a double B.A. in Economics and Political Science. After working as a federal law clerk, I traded in the traditional law life for a virtual one and opened the doors to The Legal Paige in 2018. I help small business owners run legal and protected businesses and counsel them on issues related to contracts, intellectual property, privacy, and business law. My mission is to create an online space where the law isn't so scary and entrepreneurs can get legally legit in no time. Law aside, I'm really just a small-town Montana mom who loves her family, travel, her dog, Sugar, and a good glass of red wine.



The  
Legal  
Paige

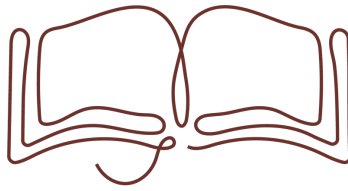


## ABOUT THIS CHECKLIST

Why are contracts so important? Because it draws boundaries, gets everyone on the same page, gives you as a business more flexibility to modify, holds all parties to their obligations and duties, and sets forth fees to be paid.

This checklist will help you remember what clauses you absolutely need in a wedding photography contract. We want you to succeed and be legally legit with every client you have.

Use this checklist to ensure you have everything you need to be protected. And, if you're missing any clauses, we have a la carte clauses you can purchase and add to your existing contract at [thelegalpaige.com](https://thelegalpaige.com).



# DISCLAIMER

This opt-in contains general information that is solely intended for the purpose of giving general legal information to a variety of small businesses. Nothing in this document constitutes legal advice. Thus, no attorney-client relationship is created. An attorney-client relationship is only formed when you hire me individually, and we sign an engagement agreement. Please consult an attorney in your state for specific legal advice regarding your personal business.

# WEDDING PHOTOGRAPHY CLAUSE CHECKLIST

*Necessary clauses to have in every wedding photography contract.*

## FEES & RETAINER CLAUSE

A Fees & Retainer clause should be near the top of your contract and should outline the fees due from your client for your services, if you have a non-refundable retainer, if there is a payment plan, how payment should be paid, and any other additional information you need to ensure the client understands regarding your compensation. You should also have a late fee laid out in this section to receive payments on time.

## COVERAGE

A coverage clause should also be near the top of your contract and should outline when you will arrive at the venue or event, the number of hours you are going to be covering the wedding or event, and the rate that you charge (if applicable) for additional hours.

## CANCELLATION/RESCHEDULING CLAUSE(S)

A cancellation clause states if and how the client can cancel the contract and what happens to the non-refundable retainer and fees paid (usually, they will become liquidated damages). A rescheduling clause states your business's policies for rescheduling, how far in advance a client needs to notify you of the rescheduling before it's allowed, and if fees will be transferred and/or if a rescheduling fee applies.

## EXCLUSIVE PHOTOGRAPHER AND VIDEOGRAPHY

An exclusive Photographer and Videography clause states that the photographer shall be the exclusive professional photographer for the event. That means your client cannot have another photographer shooting photos at the wedding or event. If your client hires a videographer, you will want a videography clause that states that the videographer can take photos of the event but cannot use still photos for marketing purposes

## IMAGE PROCESSING, RETOUCHING, AND EDITS

An Image Processing, Retouching, and Edits Clause explains to your clients the types of files you will deliver, any editing or retouching you will do, the cost for additional or complex edits, and that you will not deliver RAW images.

## POSES AND SELECTION OF DELIVERED IMAGES

This clause informs clients that you, as the Photographer, will try to conduct all requested poses but that a particular pose or photo cannot be guaranteed during a shoot. Additionally, this clause lets clients know that they will only release edited photographs to the client.

# CHECKLIST CONTINUED

*Necessary clauses to have in every wedding photography contract.*

## DELIVERY OF IMAGES AND ONLINE GALLERIES

This clause should lay out the schedule, amount of images, and format you deliver images to your clients. This clause should also contain language for photographers who allow clients to purchase prints from their online gallery.

## POSTING ON SOCIAL MEDIA

This is a great clause to add to your contracts so that your clients and clients' agents agree to tag and credit you appropriately as a photography business on social media. It helps you receive credit where credit is due after the event is over!

## ARTISTIC STYLE

This clause ensures that your clients have spent time reviewing your portfolio and understanding your photography/videography style. It should explain that styles are evolving and that lighting and other weather elements may impact photo/video styles, but any dissatisfaction with the photo/video style and aesthetics is not a valid reason for a partial refund, refund, or termination of the agreement.

## INCLEMENT WEATHER

An Inclement Weather Clause informs your client of your policies regarding when there is rain or snow adversely affecting their photo session and your policies on when and how you will reschedule their session.

## MEALS & BREAKS

A meals and breaks clause should state your requirements regarding meals and breaks during the event. TLP recommends that your clients provide you with one meal during the wedding event, a break every 2 hours at a wedding event and that you prefer to eat when the wedding party eats so that no photos are missed!

## MODEL RELEASE

This clause serves as a release giving your business full rights to use and publish images of your clients for advertising, trade, promotion, etc. This is essential for you to share the photos that you take of your clients on your website and social media.

# CHECKLIST CONTINUED

*Necessary clauses to have in every wedding photography contract.*

## PHOTO DISTRIBUTION AND ARCHIVING

This clause ensures your clients understand what images (.jpeg and raw) you will and will not archive, for how long, that they have the responsibility to back up their delivered images, and what your process is for unarchiving photos later on after you've taken down their online gallery (and how much they have to pay you for doing so).

## REPRODUCTION

A reproduction clause should state that your clients can only use the images you deliver to them for personal use and that they cannot reproduce to third parties without your consent.

## PHOTOGRAPHER COPYRIGHT

A copyright clause should explain who owns the rights to any intellectual property or assets. If you're a photographer or videographer, you need to explain that you own the copyrights to your work but give a certain license-to-use to your client (which is often a personal license-to-use for individuals or a limited commercial license-to-use for branding photography or videography).

## HARASSMENT

A harassment clause helps protect you and anyone who works for you from liability for terminating services due to threatening, hostile, or inappropriate behavior of guests or other persons. This protection clause helps highlight to your clients what your policies are regarding these types of situations and what will happen if they do occur.

## SAFE WORKING ENVIRONMENT

A safe working clause helps protect you if an unsafe condition arises, such as firearms being present at the session, someone doing something illegal or asking you to do something illegal, or going to an area affected by a communicable disease. This protection clause helps highlight to your clients what your policies are regarding these types of situations and what will happen if they do occur.

## VENUE AND LOCATION LIMITATIONS

This clause should inform your clients that you are limited by the guidelines and rules of the venue and location. This clause should also let your clients know that negotiation with the venue is to be done by the client.

# CHECKLIST CONTINUED

*Necessary clauses to have in every wedding photography contract.*

## PERMITS

A permits clause puts the burden of acquiring permits and licenses for the event and photos on your client. So if your client is getting married in a park, they would be responsible for receiving the permits for you to perform work. Additionally, if the state or another entity issues a fine, this clause ensures the client will pay the fee.

## TRAVEL FEES

This clause will be added to your contract when you need to specify what travel is included in your package price (such as within 30-50 miles of your location), and what additional travel fees will be invoiced to your client (such as a flat-rate amount or standard mileage amount beyond 30+ miles AND any lodging or per diem rates for overnight stays). It would help if you had this clause, so you are not paying for your travel.

## CLIENT'S RESPONSIBILITY TO SECURE INSURANCE

This clause ensures that your clients know that it is solely their responsibility to secure appropriate insurance for their wedding or event. If something were to go wrong, insurance is a good idea to recommend to your clients, but you should not be the one providing the coverage for the event.

## COMMUNICATION

A communication clause states your office hours and your typical email response times and informs your clients that you answer primarily through email. You may want to add a sentence that explains when you will give out your phone number to clients before a session/wedding.

## CONFIRMATION OF DAY OF PHOTOGRAPHY SCHEDULE

A confirmation of the day of photography schedule is a clause that requires your clients to confirm with you the day of the schedule for photography! This is important for wedding photographers as you need to be informed about the day of events before you shoot so you don't miss anything.

## INDEMNIFICATION

An indemnification clause states that you are contractually transferring risk between two contractual parties. This is used to prevent loss or compensate for a loss that may occur between you and your client as a result of a specified third-party claim and ensures the client will cover you and your business for all third-party claims against you.



# CHECKLIST CONTINUED

*Necessary clauses to have in every wedding photography contract.*

## MAXIMUM DAMAGES

A maximum damages clause informs the parties that potential damages will be capped at a certain amount of a legal dispute. This is usually the total amount of the contracted price due by the client for the complete services to be performed by the company.

## LIMITATION OF LIABILITIES CLAUSE

A limitation of liability clause limits the total amount of damages a client could sue for under the contract and ensures consequential or incidental damages cannot be added on. This is important especially to avoid any 'emotional' damages that a client could claim additional compensation for.

## FORCE MAJEURE CLAUSE

A force majeure clause states that in the event of an Act of God - hurricane, explosion, protest, war, PANDEMIC, etc. - that prevents any party from performing their obligations under the contract, the impacted party will be excused from performance during such time and it will not be considered a breach of contract. The clause specifies the events which enable either party to declare a force majeure event, how a party should notify its counterparty about the occurrence, and the consequences after a force majeure event have occurred.

## CANCELLATION OF SERVICES BY PHOTOGRAPHER

This clause ensures that your clients understand the procedure should you not be able to perform your services and decide to cancel. It is important to allow your clients to agree on whether you can substitute another professional and not require such substitution, which is included in the clause language. This clause should also allow a refund of any services not rendered by you if you were to cancel on your client for personal or emergent reasons.

## SALES TAX CLAUSE (IF APPLICABLE)

A sales tax clause ensures the client knows that if your state charges sales tax, it will be added to their invoices, and you as the business will then serve as the intermediary and transfer those sales taxes to the state.

## ENTIRE AGREEMENT CLAUSE

An entire agreement clause states that the contract constitutes the whole agreement between the parties and prevents the parties from relying on any prior agreements, negotiations, emailing, or oral discussions that have not been set out in the four corners of the signed agreement.

# CHECKLIST CONTINUED

*Necessary clauses to have in every wedding photography contract.*

## VENUE & JURISDICTION CLAUSE

A venue and jurisdiction clause states that (1) your home county and state as the photographer is the venue where all disputes and legal matters will be resolved, and (2) that your state laws will be used for 'choice of law' jurisdictional purposes. This clause trumps state default rules because all parties agree to submit to the exclusive venue and jurisdiction listed in the contract.

## ARBITRATION OR CONFLICT RESOLUTION CLAUSE

A dispute resolution clause allows the parties to agree to an alternative form of resolving a contractual dispute before engaging in legal proceedings. Often, this is mediation or arbitration. A standard dispute resolution clause specifies how the parties should first attempt to resolve a dispute, who pays for the dispute resolution, and if the outcome of the alternative dispute resolution is binding.

## SEVERABILITY & NO WAIVER CLAUSE

A severability clause states that if one provision of the contract is deemed invalid, the remainder of the contract is still valid. A no waiver clause protects the parties in the event that a party waives a certain provision (such as not applying late fees as stated in your contract) from inadvertently waiving other contractual rights through their actions. (The Legal Paige combines these two provisions into one clause, but they can also be separate clauses.)

## TRANSFER CLAUSE

A transfer clause states that a party cannot transfer their roles and responsibilities under the contract to another third party without the other party's consent.

## NOTICE

The Notice clause should state how a client will get ahold of you if they need to notify you about something. The Notice clause should have your email address and/or address for them to give you formal notice

## SIGNATURE CLAUSE (COUNTERPARTS/FACSIMILE)

If the parties to the contract are signing it online, before the signature lines at the bottom of the contract you need to have an 'electronic signature' clause (aka counterparts/facsimile clause). A counterparts clause states that if you and your client sign the contract at different times, the contract is still deemed an original contract and together it constitutes the same instrument. A facsimile signature means that if signed online it is still deemed an original signature for all purposes.

*notes*



*That's it!*

*Look at you becoming a legal biz owner!*

Thanks so much for downloading this free checklist. I hope you find it helpful to get you started on your way to a legal and protected business. If you need any further assistance, please don't hesitate to reach out! You can also find free guides, blogs, podcasts, and videos on my website: [thelegalpaige.com](http://thelegalpaige.com).

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