



THE ULTIMATE GUIDE TO

WEDDING PHOTOGRAPHY CONTRACTS



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INTRODUCTION





Do you remember the first wedding you booked for your business? You were excited, sure. But did you have a solid contract in place to define your products and services? Did you include everything you needed to protect yourself from legal issues?

There are a lot of variables for you to cover and agree upon with your clients. Writing the specifics down is an essential part of the booking process. A contract is a necessary legal document which clearly states the agreement between you and your clients during the time you work together.

Every contract differs depending on the photographer, location, and client. This guide will provide you with suggestions of what you can place in your contract and will explain the importance of having this legal document for your business.

**Disclaimer: This guide only includes suggestions of what you can do to create a contract suitable for your business, and may not necessarily be the exact details you need in your contract. This guide DOES NOT provide any legal advice. Users of this guide should consult with their own lawyer for legal advice.*

**WHY IS A CONTRACT
IMPORTANT FOR
YOUR BUSINESS?**





Just as you needed to fill out certain legal forms and documents to create your business, a contract assists you in maintaining the business you developed. The contract you build to protect your business and clarify the details with your clients informs both parties of what you agreed upon and the expectations you each have. A contract can also protect and legitimize your business, so you can continue to focus on your growth and overall success.

PROTECT YOUR BUSINESS

When you work with clients during the wedding process, a contract ensures you protect your business and everything you've worked to achieve. Contracts make clear the expectations you have for the process, as well as what you will provide for your clients. This protects your business, which includes your images, finances, and reputation.

Say, for instance, you and your clients have a verbal agreement about the copyright of your images. You spent the time educating them about how you would like them to share their photos once you return them.

If you require clients to only use images that feature your logo, but they forget and share photos without your logo, how will you handle that situation? Without a contract in place, which details your specific requirements for copyright, it is very difficult to hold your clients responsible and your images may continue to be shared incorrectly.

LEGITIMIZE YOUR BUSINESS

At the very start of your business, it's important for you to fill out certain paperwork and forms so you are legally allowed to work as a wedding photographer. Although you are recognized by the state you work in, a contract proves you are established in your business. You can protect yourself from potential legal issues. It also gives clients confidence in you because you have taken the necessary steps to clarify the experience they will have with you.

CreativeLive Resource:

[Legal Survival Guide with Craig Heidemann](#)



WHAT ARE THE RISKS OF NOT HAVING A CONTRACT?





Without a contract detailing the specifics from each booking you receive, your business faces various risks. Not having a contract in place for every wedding you book puts you at risk for lawsuits, misunderstandings, and financial harm - all things you want to avoid as a business owner.

FACE POTENTIAL LAWSUITS

After you finalize the paperwork, you and your clients will communicate and work together for many months. For your clients, there are still many decisions to make. The process can often become overwhelming for them, which means they can experience heightened stress during this time. A contract gives you and your clients peace of mind and protects you from any issues that may arise during the process.

Let's look at an example: what happens if you and your clients discuss the process of how to order an album after the wedding day? What happens if you and your clients verbally discuss the process when they want to add additional pages to their wedding album? If, rather than taking the time to ensure your contract stated the process and prices for the additional pages, you only

had a verbal agreement with the couple, they could be upset with the charges for the additional album pages once they see the bill. At this point, you might have already ordered the album, and not only are your clients upset about the total price for the album, but they are also unwilling to pay for it. Depending on how frustrated your couple becomes, they could decide to take legal action against you and your business.

A contract lists out necessary details to help you avoid harm to you and your business. It also gives your clients a clear outline of what to expect throughout the entire process.

LOSE CREDIT OF PHOTOS

After you shoot the wedding and your images are ready to be delivered, what does your contract say about copyright law? Copyright gives you automatic ownership of your images. Even though you own the copyright to the photos, you can still allow your clients to share the images with their loved ones through a license in your contract.

In your contract, clarify that you own the copyright to the images, as well as what your clients can and cannot do with the images. Are you willing to let the bride and groom sell the images for profit, or print the images for another vendor? If not, make sure you include this in your contract so the images are properly used by your clients.





DAMAGE OF REPUTATION

As a photographer, referrals are one of the best ways for you to book more clients. If your contract does not protect you and your business, and your clients file a lawsuit, you risk damage to your reputation. Even without a lawsuit, negative reviews from conflict or unfavorable situations can also impact your business.

If a potential client sees a negative review about your business, they may be less likely to work with you. Even if you have other positive reviews from past clients, the one negative review can impact their decision. Protect your reputation and list out every important detail so there is no confusion, conflict, or lawsuits against you. Remember, you may not be able to stop a past client when they want to post a negative review, but when your contract is robust and thorough, you can shed light on any incorrect facts the client might share about their experience and provide clarity on what the contract stated.

ShootDotEdit Resource:

[7 Branding Mistakes Wedding Photographers Make \(and How to Fix Them!\)](#)

IN SUMMARY

If the terms are not clearly stated in your contract, you could face a lawsuit, lose ownership of your images, or damage your reputation. Your clients might cancel their wedding, not pay you on time, or not pay you at all. A wedding guest could trip over your photography gear during the reception. These reasons, and so many more, are why you (and your business) need a contract.

A contract can help you avoid these risks, which allows you to continue to focus on other important aspects of your business.

CreativeLive Resource:

[Don't Become a Business Casualty with Zach and Jody Gray](#)

**HOW CAN A
CONTRACT HELP YOU
AND YOUR BUSINESS?**





It's helpful to know what the terms of your contract will protect you from. Sometimes, it can be helpful to hear from other pros in the industry about how a contract helped them avoid conflict or larger issues. Take a look at what [Pye Jirsa](#) and [Zach and Jody Gray](#) have to say about the benefit of having a contract for their photography business.

“Contracts are the only way we can ensure that both the clients and our company agrees to the service to be provided. Contracts have protected us from numerous situations, but one of the most common situations is one that you may not think of: the date of service. The date of service should be quite simple and straight forward. Yet surprisingly, we have run into numerous instances where clients claimed to have booked the wrong date of service. Sometimes clients book a date in error, sometimes their date changes. In all of these situations we have bent over backwards to service our clients. But, in the instances that the new date is simply unavailable, the contract has been our support and backbone. Our contracts are in place for so many reasons, but never did we think that the most

common usage would be the verification of the agreed date of service.” - [Pye Jirsa](#)

“We always looked at our contract as a good way to set expectations with our clients. They know what we do and do not do, and we all have a clear agreement about how things will work. The best thing we ever put in our contract is that the client should provide a meal for us at the reception. Then we can eat and have energy to finish out the day! We don’t have any of those crazy stories about the client doing something they should not and the contract saving us, but are glad we got fed! :)” - [Zach and Jody Gray](#)



WHAT INFORMATION SHOULD BE PART OF A PHOTOGRAPHER'S CONTRACT?





Depending on the specific laws of the area in which your business is located, your contract may differ from others in the industry. There may be differences in the way you like to work, as well. In your contract, you can include details which are clear and both you and your clients agree upon.

SHARE BASIC INFORMATION

As you create your contract, it can be useful to include your clients' name and contact information, such as their phone numbers, email address, and emergency contacts. You can also provide your contact info so your clients can easily access you. There can also be a short description of the services you are providing, your contracted hours, and any extended timeframes.

INCLUDE SPECIFIC LOCATIONS

Since you work with various clients, be sure to include the specific ceremony and reception location addresses, as well as the timeframes you will be at each location. This ensures that everyone is aware of where you should be throughout the wedding day. Plus, if

your clients decide to move locations without your knowledge, and a conflict arises, you have the original location addresses written in your contract.

COVER PAYMENT PLANS AND DATES

Within your contract, share the total amount your clients owe you, plus the dates that each payment is due. Also be sure to include how you would prefer to be paid – electronically, cash, check, etc. Are you going to request a booking fee? It can be a good idea to charge a non-refundable booking fee, so if the couple decides to cancel, you are still guaranteed that fee. This also helps you because if your clients cancel, there is potential you might have lost out on another booking that day.

CLARIFY IMAGE AND PRODUCT DETAILS

In your contract, you can clarify the number of images (or a range of images) you will provide after the wedding day. This ensures there is no confusion about the number of photos your couple receives. Also, include the process of when you will place the images on your gallery, how clients can order them, and how long it will take for you to deliver them. Finally, include how long you will keep the images archived after the wedding day, what they will need to do should they want to order more prints from you, and the price of any additional orders.

For other products and services, such as albums and additional prints, place an estimated date to set expectations for the process. This protects you in

case clients request more images after the wedding day, and you are unable to provide them based on the number you placed in the contract.

CreativeLive Resource:

[Copyright, Trademark, and Intellectual Property for Photographers with Rachel Rodgers](#)

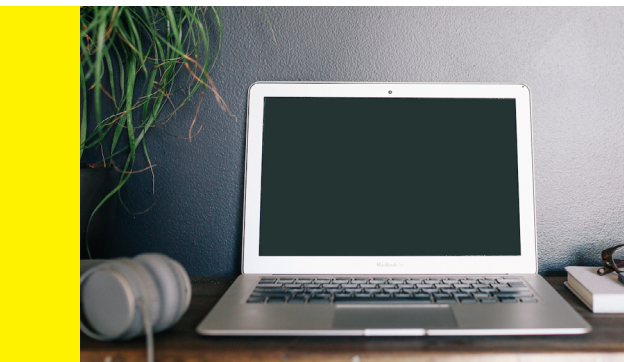
DETAIL LIABILITY FOR CONTRACTORS & EMPLOYEES

When you are shooting during the wedding day, chances are you are not paying full attention to everything your second shooter or assistant is doing. Placing details about liability in your contract can also protect the people who work with you from lawsuits or conflicts. The same can be said for an employee, such as your assistant or office manager, who interacts with clients. If they discuss something that is not in your contract, they risk causing conflict. When your terms are clear in your contract, and your contractors and employees understand, you protect everyone who is involved with your business.

INCORPORATE SHOOTING CONDITIONS

Within your contract, you can discuss matters such as time considerations, guest picture-taking, permits, and photographer meals.

If the venue your couple is getting married at requires you to have a permit to shoot, does your contract specify who is responsible for retrieving the permit before the wedding day? Also, what does your contract say about you receiving a meal after a certain number



of hours? And finally, does your contract address guests taking pictures with their electronic devices? Clarifying these issues in your contract can help you avoid any issues the day of and allow you to shoot the best images possible.

DEFINE CANCELLATION/TERMINATION TERMS

Because your income may be primarily based on the weddings you shoot per year, missing out on an event can hurt you financially. What if your clients cancel on you with minimal time left for you to book a new wedding? How does your contract cover you and your income when a client asks to reschedule, or what does it say if you cannot fulfill the rescheduled date? These terms can help clarify your conditions so you do not risk your income or business.

FORMULATE AN EMERGENCY PLAN

Since you never know what can happen, it can be useful to include an emergency plan into your contract. You can include what would happen if there is an emergency or issue on the wedding day that prevents you from shooting. This part of your contract ensures your clients will have a photographer on the wedding day in case of emergency, and you will not disappoint clients you spent time with to build a relationship.

In addition to this, you can include “what-if” scenarios into your contract. Perhaps you lose the images after the wedding shoot; how does your contract address that issue? Or, should it rain, what does your contract specifically say you will do? If your clients do not ask

for extended timeframes, but your clients want you to stay longer, do you clarify that in your contract?

REQUIRE OTHER FORMS

In addition to the basic information and terms you decide upon, you can include other forms to ensure your business is protected. An important form to consider is a model release, which gives you permission to take and display photos for your business on your website, blog, and other platforms. Consider a print release if you deliver digital files to your clients after the wedding day.

Does your contract cover what happens if something goes wrong with the digital files after you release them? If you decide to deliver images after the gallery has expired, and you send a DVD or Digital Files, do you have an agreement in place about the responsibility of those items?

GATHER FINAL ITEMS

When you work on the contract, there may be a bit of back and forth communication before it is finalized. If you are sending the versions of the contract back and forth between you and your client, make sure all of the parties involved use the “tracked changes” feature in Microsoft Word so you can track all of the changes being made, version after version. Include a line that you can initial when the final items are received so you can ensure you have all of the necessary items. If you are missing anything from the contract, your business is not fully protected from conflict or other legal issues. Once both you and your clients have agreed on the

terms, give a copy of the signed contract to the couple so they can keep it for their records. This way, they will always have an available copy should they have any questions about it.

ShootDotEdit Resource:

[10 Legal Traps You Might be Falling Into Webinar with Rachel Brenke](#)

**HOW IS YOUR
CONTRACT UNIQUE
TO YOUR BUSINESS?**



Your contract should reflect what you want to achieve with your clients. You know best that you have developed a unique style of shooting and working with clients. To differentiate yourself from your competitors, your contract should reflect your specific goals and objectives. Take a look at the unique tips [Zach and Jody Gray](#) and [Pye Jirsa](#) share in their contracts to start thinking about what you must do with your contract.

“We always recommend to have a contract written by a professional. The biggest key we have noticed for a great contract is CLARITY. If everyone is on the same page and the contract can be easily read and understood, then everyone gets their expectations met!” - [Zach and Jody Gray](#)

“All of our contracts come standard with a model release for the clients. After the shoot, we want to be able to use our images for portfolio, marketing and educational purposes. We serve a lot of high profile and high-net-worth individuals who request the clause be removed for their privacy. This is a modification that we are happy to make, but sometimes it can affect our availability and pricing if we know that we won’t be able to show off our work.” - [Pye Jirsa](#)



HOW CAN YOU GET STARTED ON YOUR WEDDING PHOTOGRAPHY CONTRACT?





Take the time to think about what you want to include in your contract. Rachel Brenke, of [The LawTog](#), is sharing a free contract for you to download today. Remember, this is just a suggestion of what to place in your contract: it is not intended to be legal advice. Download your [free contract template](#) now to get started on protecting your business.

CONCLUSION





As you continue to grow as a photographer and book more weddings, the terms of your contract may change. When you change how you interact with clients, shoot the wedding day, or deliver products, make those updates in your contract. The more up-to-date your contract is, the less likely it is that you will face issues with your clients. Write down what you would include in a contract, and view our suggestions to see if you are including everything necessary for your business. If you are unsure what you should include in your contract, bring your ideas to a lawyer to help finalize your contract. Take the steps to protect your business so you can continue to have success and longevity in the photography industry!

**Disclaimer: This guide only includes suggestions of what you can do to create a contract suitable for your business, and may not necessarily be the exact details you need in your contract. This guide DOES NOT provide any legal advice. Users of this guide should consult with their own lawyer for legal advice.*

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