

# Photography Services Agreement

This agreement is between:

Said And Meant  
(Reg co. 53306673E)  
Photographer: Kenneth Lee

and

Bride:  
Address:  
I/C number:

Groom:  
Address:  
I/C number:

The Bride and Groom are collectively known as “the **Client**” in this agreement.

Photography services to be rendered on the terms and conditions of this agreement.

Fee agreed on: \$- (plus applicable expenses (if any) as described in this agreement). A deposit of \$- (the “**Reservation Deposit**”) is due when this agreement is signed by The Client (the “**Acceptance**”), and the balance is to be paid upon delivery of all images by the photographer.

The following services are included for the fee above (“the **Collection**”):

1. - hours of wedding coverage on - (the “**Date**”)
2. - hours of prewedding coverage on - (the “**Date**”)
3. All processed images in high resolution
4. Online client gallery
5. Highlights slideshow
6. Linen box with set of 50 textured prints
7. Additional hours at \$250 per hour if applicable

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between the Photographer and The Client. It supersedes all prior agreements between the parties to this agreement (the “**Parties**”).

2. RESERVATION: Upon the Acceptance, the Photographer will reserve the time and Date agreed upon, and will not make any other reservations for that time and Date for any reason whatsoever. For this reason, the Reservation Deposit is non-refundable, even if the Date is changed or the wedding is cancelled for any reason whatsoever; excluding acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid upon the Acceptance. The Reservation Deposit is applied towards the Collection. The Client acknowledges and agrees that the entire amount owed for the Collection is due after the completion of the wedding.
3. CANCELLATION: In the event that The Client cancels the contracted services for wedding photography outlined in this agreement before the wedding ceremony takes place, the Reservation Deposit will be forfeited, subject to clause 2 above.
4. SAME DAY HIGHLIGHTS: Unless otherwise agreed between the Parties, same day photo montages can be provided only if there is at least a 4 hour break in the day's proceedings before the time of presentation of such photo montage.
5. ARTISTIC DIRECTION: Images for inclusion into the album(s) are to be selected by The Client unless instructed otherwise. In the event that the Photographer is chosen to select the images for inclusion into the album, The Client agrees that the appropriateness of the selection is subjective and shall not hold the Photographer responsible.

Upon the decision by The Client of the images for inclusion into the album, the Photographer will decide on the layout in consultation with The Client. A soft copy of the layout will be shown to The Client upon which the Client shall advise if any changes are to be made. Upon agreement between the Parties, The Client shall not make further changes.

6. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The images, digital negatives and/or prints produced by the Photographer are protected by Copyright Law (all rights reserved) and may be reproduced in any manner without the Photographer's explicit written permission. Upon final payment by The Client, limited copyright ownership of the resulting images will be transferred to The Client strictly under the following conditions:
  - a. The images and/or slides are the property of The Client for personal use and adaptation and for the purposes of the reproduction and distribution of photographs to friends and relatives via electronic and/or physical means.

7. **BACKUP:** The Photographer will retain all raw and edited images and digital negatives for a period of up to twelve months after the delivery of all images to the Client.
8. **MODEL RELEASE:** The Client hereby assigns and grants the Photographer and his legal representatives the irrevocable and unrestricted right to use and publish images of The Client or in which The Client may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases the Photographer and its legal representatives and assigns from all claims and liability relating to said photographs, save for that occasioned by gross negligence or wilful default on the part of the Photographer. It is agreed that the Photographer may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising ("Public Displays") and any other purpose thought proper by the Photographer. Provided always that The Client reserves its rights to request (which request shall not be unreasonably withheld) that the Photographer removes all such images from such Public Displays that are (in each case) deemed objectionable by The Client.
9. **GUEST COOPERATION:** The Client is responsible for the conduct of their guests. The Photographer will not tolerate verbally or physically abusive behaviour. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If The Client is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. The Client understands that in such an event, no refunds will be granted.
10. **COMPLETION SCHEDULE:** Provision of all images to The Client takes approximately eight (8) to ten (10) weeks from the Date. The creation of an album takes eight weeks from the date of selection of images in accordance with clause 5 above.
11. **PAYMENTS:** The Client agrees that the Reservation Deposit is payable at the time of the Acceptance and the balance is due upon delivery of all images by the photographer to the satisfaction of The Client.

12. FINAL COLLECTION: The Photographer will produce the prints, albums and any additional material once printing is completed. The Photographer will also provide an online gallery with the high-resolution negatives of all edited images.
13. METHOD OF REMUNERATION: Payment may be made in cash, cheque (please make cheque payable to KENNETH LEE GUAN LIANG) or deposited into the following bank account:

UOB UNIPLUS : 388-386-940-9

Bank Code: 7375

Branch code: 336

14. LIMITATION OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. The Photographer will use best efforts to secure a reputable replacement photographer able and/or willing to provide a similar collection (and who photographs in the same or a similar style) as chosen in this agreement at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the wedding photography collection including the Reservation Deposit.

The Photographer takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of The Client's photographs being lost, stolen or destroyed for reasons beyond the Photographer's control, the latter's liability is limited to the return of all payments received for the wedding photography collection including the Reservation Deposit. The limit of liability shall not exceed the price stated herein.

15. NON-GUARANTEE: The Photographer represents and warrants that its photographer appointed to provide the services under this agreement is a competent and experienced wedding photographer. Without prejudice to the above, although every possible care will be taken to produce photographs of all important and special events during the wedding, the Photographer cannot place an unconditional guarantee on the above. The Photographer will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause outside of the Photographer's control.

16. PERFORMANCE: Without prejudice to clause 2, the performance of this agreement by the Photographer and The Client shall be subject to acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond their respective control.
17. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.
18. AMENDMENTS: This agreement has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by The Client and the Photographer shall be recognised as amendments to this agreement.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed \_\_\_\_\_  
(Client responsible for payment)  
Date

Signed \_\_\_\_\_  
(Kenneth Lee)  
Date