

# Tugba Tuncer Photography Wedding Contract

***It is mutually agreed that the following terms of agreement form an integral part of this Contract.***

## **Non-Refundable Retainer:**

A 30% off contacted total price, non-refundable retainer is required when the client signs and returns this contract. Dates are reserved when retainer is paid. The retainer will be subtracted from the total cost of the package. No date is reserved until the contract and retainer are received. This retainer is non-refundable.

## **Payment & Prices:**

No images will be given to the client until full payment has been paid to Tugba Tuncer Photography. All Package costs are as stated at the time of booking & will remain once booking is confirmed. The balance due for the services must be paid no less than 10 days before the event date. In the event that the Client fails to remit payment as specified, Tugba Tuncer Photography shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid and not attend this event.

## **Cancellation:**

In the event of cancellation, the retainer is non-refundable. If for *any reason* the Client cancels this contract before the wedding date (not limited to acts of God, fire, flood, illness, government shut down), Tugba Tuncer Photography, will keep the retainer. Retainer **may be** used for other services or products with Tugba Tuncer. Cancellation must be made in writing, signed by the contracted party, and sent via Certified Mail by the United States Postal Service. If client fails to supply written cancellation as specified before the wedding date or cancels within 90 days of the wedding date, Client shall be required to pay the full balance due.

## **Reschedule:**

In the event that Client reschedules the wedding and Tugba Tuncer Photography is able to rebook the *original* wedding date, Client will receive *credit* for *all* monies already paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding and Tugba Tuncer Photography is *not* able to rebook the original wedding date, Client forfeits the non-refundable retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage or other services within one year of original date provided Tugba Tuncer Photography is available.

## **Preview Images:**

Digital images will be ready for the client to preview online in a password-protected gallery 8-10 weeks from the date of the wedding. The gallery will remain active for

viewing and ordering for 3 months. Client (and guests) will need to make selections within the specified time period. There will be a \$50 charge to reactivate gallery after the expiration date. All sales are subject to NC State Sales Tax of 7.5%. Client may download and archive images directly from the gallery & is responsible for backing up images once gallery is sent.

### **Travel:**

Jobs outside a 40-mile radius of the Raleigh-Durham-Chapel Hill area could incur a travel charge. Overnight accommodation will be charged to the client if necessary.

### **Sole Rights:**

Tugba Tuncer Photography will be the sole Professional Photographer at the Event. {Guests are free to take photos for personal use, however, Tugba Tuncer will not be responsible for their interference in images}

### **Artistic Discretion; No Specific Images:**

Every reasonable effort will be made to take pictures you love or request, but no specific pose or photograph can be guaranteed. The Couple agrees that the Photographer has sole artistic discretion in the performance of the Services, and shall not hold Photographer responsible for any specific image.

Any failure by Photographer to deliver any specific image shall not be a breach of this Agreement and shall not result in a refund of any money paid to Couple by Photographer. The Photographer shall not be required to deliver every image taken at event, and the determination of delivered images is left solely to the Photographer's discretion.

### **Image Selection and Editing:**

Photographer shall have sole artistic discretion concerning image processing and selection. Unless agreed upon in writing, the Photographs may contain a mixture of color, black and white, and color corrected images. Images determined by the Photographer to be substandard or duplicated may be edited out. *Under no circumstances shall Raw files be provided* to the Couple. Couple may request further changes at an additional charge to be determined at the time of the request.

### **Weather:**

Tugba Tuncer Photography will make necessary changes due to weather disturbances within their control.

### **Acts of God:**

Tugba Tuncer Photography takes every care to perform this Contract. But Contract is subject to Acts of God beyond our control; i.e. Fire, Police or Government action, illness, accidents or technical problems. If for reasons beyond her control (ie: hospitalization) Tugba Tuncer is not able to perform this contract, a qualified representative of Tugba Tuncer Photography will be provided for coverage of the

contract, at no additional cost to the Client(s). In any event, the limit of Tugba Tuncer Photography's liability shall not exceed the Package Price.

### **Limitation of Liability:**

The Client shall not hold Tugba Tuncer Photography, responsible for compromised coverage due to causes beyond the her control, including but not limited to another guests' camera or flash, the lateness of the bridal party or family members, weather conditions, existing backgrounds or lighting conditions, schedule complications, or restrictions of the venue or officiate. This limitation of liability also applies to any loss/damage of photographs or files, or failure to deliver photographs for any reason. We will take the utmost care with respect to the exposure, development of your Photographs, but in the event of a malfunction, liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the Total Fee paid by the Couple under this Agreement during the time preceding the date on which such liability arises.

### **Photo Archiving:**

Upon receipt of a photo download, Client accepts all responsibility for archiving and protecting the photographs. Tugba Tuncer Photography does not permanently archive image files. Tugba Tuncer Photography is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read files provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

### **Image Processing/Printing:**

Unless agreed upon prior to any editing work, high-resolution USBs and/or proof sets may contain a mixture of color and various black and white tones. An alternately colored version of a photo may be requested or purchased at the current rate. Color correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge if additional edits are deemed to be excessive. Photographer is not responsible for any prints that are not ordered directly from Tugba Tuncer Photography. For best results, clients with the high-resolution files should order their prints through a reputable lab. {Tugba Tuncer Photography will happily recommend outside print labs}

### **Model Release:**

This contract serves as a model release giving Tugba Tuncer Photography the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. Tugba Tuncer Photography can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Tugba Tuncer Photography. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

The Client(s) shall indemnify, defend, and hold harmless the Photographer from and against any claims that any of Couple's guests may assert against the Photographer arising from, or related to, the use of any name, image, or likeness of Couple's guest[s] by the Photographer and his/ her agents and assigns. This provision shall survive the termination of this Agreement.

### **Reproduction:**

If high-resolution digital files are purchased or **included with a package**, a written release will be supplied with those files. The release grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published. Client agrees not to scan, copy or reproduce images in any manner, other than *personal use*, without written permission. Should Photographer become aware of reproduction without permission, Client will remit a usage fee of \$300 per image, per usage to Photographer. Client further agrees not to supply images to any third parties (**including vendors associated with the wedding**).

Photographer retains all copyrights, rights, title, and interest in, including non-transferable moral rights, in all Photographs under 17 U.S.C. § 201 et. al, including but not limited to works embodied in negatives, transparencies, proofs, previews, sneak peeks, photo discs, USBs and computer files, images in their original and processed formats, derivative works, adaptations, and public display except as otherwise stated in this Agreement. The Couple understands that any unauthorized use, including but not limited to unauthorized printing or **alteration** of original images outside of the license granted by this Agreement and/ or commercial use, is strictly prohibited without express written permission. Alterations include, but are not limited to, application of filters, cropping, watermarking, adding "stickers," or modifications of any kind, excluding the inevitable "Instagram Crop" required by the platform. Notwithstanding the foregoing, the Couple may use purchased digital files to post and share to social media platforms.

### **Creative License:**

Images are edited at the photographer's discretion, and delivered prints may not include all images shot. The photographer reserves the creative right to edit and release only those deemed creditable as professional in quality and within the photographer's artistic standards.

### **Additional Coverage:**

Additional hours may be added to the package no more than 7 days prior to the event. Additional hours will be billed, and paid for in advance of the event date at the rate of \$300 per hour. Additional hours are also subject to the availability of Tugba Tuncer.

**This Agreement is to be construed pursuant to laws of the State of North Carolina. Each party hereby consents to exclusive personal jurisdiction in North Carolina, and any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in or for Wake County, North Carolina.**