

# Wedding Photography and Video Contract

Client's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Event Date: \_\_\_\_\_

Start Time: \_\_\_\_\_. End Time: \_\_\_\_\_ .

## Locations for Photography:

**Photographer:** Nikolay Yakimenko (Niko Menko Photography)

- **Studio Address:** 2804 Arches Dr, Plainfield, IL 60586
- **Phone Number:** (224) 321-2222
- **Email:** menkoproduction@gmail.com
- **Website:** www.nikomenko.com

Charges: The package fee is based on the Photographer's Standard Price List and includes the photographs described therein. If the fee is not based on a package but is a session fee, all photographs shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred.

## Package Contents

**Platinum Package for Photography**

Videographer Services

## Session Details

- **Location:** \_\_\_\_\_  
**Location:** \_\_\_\_\_

Upon request, clients may receive their photos on a custom **USB drive** for an no fee of. Our standard practice is to store digital galleries for up to two years

will be added to the total due price if say yes

(See the forms page on the website for minimum deposit amount) **Less deposit \$ \_\$500\_**  
**(Event date is the due date) Balance Due \$ \_\_\_\_\_** 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. Each person signing as Client below shall be fully responsible  
for ensuring that full payment

is made pursuant to the terms of this Agreement.

Client's signature \_\_\_\_\_ Date: \_\_\_\_\_

Photographer's signature: Nikolay Yakimenko Date: \_\_\_\_\_  
Nikolay Yakimenko

**Exclusive Photographer.** The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the event. Guests, family, and friends of the Client shall be permitted to photograph, as long as they do not interfere with the Photographer's duties or obstruct the Photographer's view or equipment during key moments.

- 1. Deposit and Payment.** The Client shall make a non-refundable deposit to retain the Photographer and/or Videographer for the services specified herein. The remaining balance **must be paid in full no later than fifteen (15) calendar days prior to the event date**. Failure to complete payment by this deadline may result in cancellation of services and forfeiture of the deposit, unless otherwise agreed in writing. Additional services requested after the final payment deadline will be invoiced separately and must be paid prior to the delivery of any final product.
- 2. Cancellation.** If the Client cancels the services after paying the deposit, the deposit shall be non-refundable. If the Photographer/Videographer cannot obtain another assignment for the scheduled date, liquidated damages may be charged in a reasonable amount, not to exceed the deposit. A **\$500 cancellation fee** shall apply if the Client cancels **within thirty (30) days** of the event date.
- 3. Copyright and Reproductions.** The Photographer shall retain the copyright to all images created and shall have the exclusive right to make reproductions. These may include reproductions for the Client and for the Photographer's portfolio, samples, self-promotion, entry in photographic contests or art exhibitions, editorial use, website, or for display within or outside the Photographer's studio.
- 4. Client's Usage.** The Client is obtaining digital files and/or prints for personal use only and shall not sell or license the material. If the Client uses an image for newspaper wedding announcements, editorial purposes, or personal websites, the Photographer authorizes such reproduction provided the Client includes a photo credit adjacent to the image.

- 5. Failure to Perform.** If the Photographer/Videographer cannot fulfill this Agreement due to fire, casualty, strike, act of God, illness, or any other cause beyond the parties' control, the deposit shall be refunded to the Client, and no further liability shall be assumed. This limitation also applies if photographic or video materials are damaged in processing, lost due to equipment malfunction, or otherwise lost or destroyed without fault of the Photographer/Videographer. In all other circumstances, the Photographer/Videographer's liability shall not exceed the amount paid by the Client.
- 6. Substitution.** The Photographer/Videographer may substitute another professional in the case of illness or scheduling conflicts. Such substitute shall be a qualified, competent professional capable of performing the services as agreed.
- 7. Inherent Qualities.** The Client acknowledges that color dyes in photography may fade or discolor over time due to inherent qualities, and physical media (DVD, CD, USB) may deteriorate. The Client releases the Photographer/Videographer from any claims related to such deterioration.
- 8. Photographer's Price List.** The fees in this Agreement are based on the Photographer's current price list. Future orders placed after the event will reflect pricing in effect at the time of the order.
- 9. Miscellany.** This Agreement constitutes the entire understanding between parties. Any modification must be made in writing and signed by both parties. A waiver of any breach shall not constitute waiver of any future breach of the same or any other provision. This Agreement shall be governed by the laws of the State of Illinois.
- 10. COVID-19 Clause.** Photography and videography shall be conducted in accordance with current CDC guidelines. If regulations affect the allowed party size or venue access, the Client will not lose the deposit, and rescheduling may be permitted based on Photographer/Videographer availability.
- 11. Client's Obligations.** The Client shall:

  - Provide the Photographer/Videographer with timely access to the venue and obtain any necessary permissions.
  - Ensure that meals are provided for the Photographer/Videographer and assistant(s) if services are rendered during meal hours.
- 13. Ownership and Usage Rights (Video).** The Videographer retains full copyright of all video content produced. The Client is granted a non-exclusive license for personal use of the final edited video. The Videographer may use the video footage for portfolio, promotional, and editorial purposes unless the Client submits a written request to opt out.
- 14. Liability and Indemnity.** The Videographer shall not be liable for any unforeseeable events or conditions—including but not limited to equipment failure, inclement weather,

venue restrictions, or interruptions—if they prevent full delivery of the service. The Client agrees to indemnify and hold harmless the Videographer in such cases.

**15. Videographer's Obligations.** The Videographer shall perform all services in a professional manner, using quality equipment and sound editing practices to produce the agreed content.

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. Signatures below are optional unless Terms and Conditions page is printed on a separate sheet of paper.

Client's signature \_\_\_\_\_ Date \_\_\_\_\_

Photographer's signature:  \_\_\_\_\_ Date \_\_\_\_\_  
Nikolay Yakimenko