

WEDDING PHOTOGRAPHY AGREEMENT - EDR PHOTOGRAPHY

Wedding Date: _____ **Time Photography Starts:** _____

Time Photography Ends: _____

Other shooting Dates and Times agreed on:

Wedding Location(s):

Bride's Name: _____ **Phone:** _____

Address: _____

Email: _____

Groom's Name: _____ **Phone:** _____

Address: _____

Email: _____

Wedding theme: please specify traditional / formal / informal / casual etc.

Photography fee agreed to: _____

A deposit of 50% \$ _____ is due at the signing of this agreement, with the balance of \$ _____ to be paid two weeks prior to the date of the wedding.

Expenses: (The Client is responsible for all travel, accommodation, meal and transport costs of EDR Photography during the above listed wedding date and photography session)

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

ENTIRE AGREEMENT: This agreement contains the entire understanding between EDR Photography and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; EDR Photography will offer technical recommendations only.

COOPERATION: The parties agree to cooperation and communication for the best possible result within the definition of this assignment. EDR Photography recommends that the CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. EDR Photography is not responsible if key individuals fail to appear or cooperate during photography sessions or for missed images due to details not revealed to EDR Photography.

FILM and COPYRIGHTS: *Until final payment* for services rendered is made, the photographs produced by EDR Photography are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without EDR Photography's explicitly written permission. Upon final payment by the CLIENT, *limited* copyright ownership of the resulting images will be transferred to the CLIENT under the following conditions:
The negatives, slides or digital files are the property of the CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.
The Client must obtain written permission from and compensate EDR Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit.

EXHIBITION: Requests for specific negatives, slides or digital files to be used by EDR Photography may be requested at a future time. The CLIENT grants EDR Photography permission to display selected images resulting from this assignment as an example of EDR Photography work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE. The CLIENT hereby grants to EDR Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases EDR Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill to photograph the event, EDR Photography will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

EDR Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond EDR Photography's control, EDR Photography liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

SECURITY DEPOSITS: In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to EDR Photography in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment for any EDR Photography materials charges incurred up to time of cancellation.

COMPLETION SCHEDULE: Film, slide, digital image processing and CD creation takes approximately three weeks. Additional time will be required for special request editing such as Black and White, Sepia, photo retouching, and image enhancements.

PAYMENT SCHEDULE: 50% due at time of signing of agreement. Balance payable in full two weeks prior to the wedding day.

The terms of this contract, dated _____, 20____ are accepted by:

Client _____

EDR Photography_____