



EAST WAY PHOTOGRAPHY

WEDDING PHOTOGRAPHY CONTRACT

The Agreement is subject to the Terms & Conditions appearing on both sides of this document.

billing name: _____ job #: _____

job name: _____ date: _____

EVENT INFORMATION:

photography location	date	time
Rehersal (<i>additional fee</i>):		
Start Location:		
Ceremony Location:		
Group Photo Location:		
Special Location:		
Reception Location:		
Other Location:		

CONTACT INFORMATION:

bride's name
(and contact information)

groom's name
(and contact information)

number of prints/proofs for review:

print/proof	number (estimate)
<input type="checkbox"/> b&w	
<input type="checkbox"/> color	
<input type="checkbox"/> effects	

b&w print for news release:

- bride color b&w
- bride & groom color b&w
- none

wedding photography questions?

- call: 1(800)324-6201 or 1(585)234-8464 (voicemail)
- website: www.eastwayphotography.com

PRICING INFORMATION:

The package fee is based on the Photographer's Wedding 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 Wedding 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.

description	price
Wedding Package: (package type)	
Fee without Package	

extra charges	
Additional Prints	
Additional Albums	
Special Retouching	
Digital Files	
Rush Service	
Resitting	
Overtime	
Travel	
Other	

sub-total: _____

sales tax: *included in price*

TOTAL COST: _____

less deposit: _____

BALANCE DUE: _____

EAST WAY PHOTOGRAPHY

Wedding Photography Terms and Conditions

- EXCLUSIVE PHOTOGRAPHER:** The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties and do not photograph poses arranged by the Photographer.
- DEPOSIT & PAYMENT:** The Client shall make a deposit to retain the Photographer to perform the services specified herein in the amount of \$250 at the signing of the contract. The deposit shall be applied to reduce the total cost and Client shall pay balance of the contract 14 days before the wedding. If client refuses delivery of the final order client will be liable to pay 7% percent interest on the unpaid balance until payment is made in full. At which time all materials are surrendered to client.
- CANCELLIATION:** If the Client shall cancel this Agreement six (6) months *or less* before the wedding date, any deposit paid to the Photographer shall be forfeited. If the Client shall cancel this Agreement *more than* six (6) months before the wedding date, any deposit paid to the Photographer shall be refunded in full. If Client shall cancel within thirty days of the wedding date and if the Photographer does not obtain another assignment for that date, liquidated damages shall be charged in a reasonable amount not to exceed the deposit.
- PHOTOGRAPHIC MATERIALS:** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make a CD-ROM (or DVD) proof disk available to the client for the purpose of selecting photographs. This disk, unless otherwise mentioned on this contract East Way Photography may make paper proofs available if required by client at an additional cost. In the event that the Client purchases to digital file rights, they are for personal use only. Other uses may constitute copyright infringement.
- COPYRIGHT & REPRODUCTIONS:** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client.
- CLIENT'S USAGE:** The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than the Photographer. If Client is obtaining a print for newspaper announcement of the wedding, Photographer authorizes Client to reproduce the print in this manner. In such event, Client shall request that the newspaper run a credit for the Photographer adjacent to the photograph, but shall have no liability if the newspaper refuses or omits to do so.

- FAILURE TO PERFORM:** If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.
- PHOTOGRAPHER:** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or of scheduling conflicts. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
- INHERENT QUALITIES:** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
- PHOTOGRAPHER'S PRICE LISTS:** The charges in this Agreement are based on the Photographer's Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
- CLIENT'S ORIGINALS:** If the Client is providing original prints, negatives, or transparencies owned by the Client to the Photographer for duplication, framing, reference, or any other purpose, in the event of loss or damage the Photographer shall not be liable for an amount in excess of \$10.00 per image.
- ARBITRATION:** All disputes arising under this Agreement shall be submitted to binding arbitration in New York State and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum of \$100.00.
- This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.

copyright notice

It is **ILLEGAL** to copy or reproduce these photographs elsewhere without photographer's permission, and violators of this Federal Law will be subject to its civil and criminal penalties.

The Agreement is subject to the Terms & Conditions appearing on both sides of this document.

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: client: client:

photographer: date: