



KC Photography, LLC

614-891-3586

5319 Tussic Street Rd. Westerville Ohio 43082

www.kcphotography.net

Capturing the Memories of a Lifetime

WEDDING PHOTOGRAPHY AGREEMENT

Terms and Conditions

1.1 Agreement: This Agreement constitutes an order for wedding portraiture services, including the taking of wedding pictures as agreed to by both parties: KC Photography, LLC and the Contracting Party _____ ("Bride and Groom"). Unless otherwise specified, it is understood that any and all rights to proofs, final or sample prints, thereof shall remain the property of the KC Photography, LLC and may be used for advertising, display or any other purpose thought proper by the Studio.

1.2 Entire Agreement: This Agreement contains the entire understanding between KC Photography, LLC and the above named Bride and Groom. It supersedes all prior and simultaneous agreements between the parties in both verbal and written communication.

1.3 Waiver: The only way to modify this Agreement is to do so in writing, signed by all the parties. If the parties wish to waive or alter one provision of this agreement, that does not constitute a waiver of any other provision contained herein.

1.4 Reservation/Deposit: A signed contract and reservation fee are required to reserve the specified coverage. The financial terms of this Agreement are explained in detail in an itemized statement attached hereto and incorporated into this Agreement as **Exhibit A**. Failure to provide a reservation fee nulls and voids this contract.

1.5 Event Location/Date/Time: The Bride and Groom's wedding date ("subject event") is scheduled for _____. The ceremony shall be held at _____. KC Photography, LLC agrees to arrive at or before _____. The reception shall be held at _____ and is scheduled to commence at _____. KC Photography, LLC agrees to arrive at or before _____.

1.6 Pre-Event Consultation: The parties agree to a pre-event consultation before the event date in order to:

- Finalize the actual shooting times, locations, changes, and/or extensions.
- It is further agreed and recommended that at this time any other participants such as the Videographer's be present so all may participate in the structure of the affair.
- The Bride and Groom will designate an individual to identify people of whom specific photographs are desired.
- KC Photography,_{LLC} is NOT responsible for failing to take shots of those specified by the Bride and Groom if there is no one to assist in identifying these people, if the Bride and Groom fail to produce a list, if the specified individual fails to attend the subject event, or if those persons who have been identified object to being photographed or cannot be located.
- If applicable, the Bride and/or Groom agree to set aside enough time before the ceremony to allow KC Photography,_{LLC} to complete pre-wedding ceremony photographs. In addition, the Bride and Groom agree to allow KC Photography,_{LLC} 30 minutes of time after the wedding ceremony to gather people for photographs which could not be obtained during or before the wedding.
- If the Bride or Groom fail to appear at the location specified herein in a timely fashion, KC Photography,_{LLC} shall not be held liable if said tardiness results in the Photographer's inability to fully fulfill obligations set forth in this Agreement.
- KC Photography,_{LLC} does not charge for the Bride and Grooms' pre-event consultation and location planning subject to the terms as set forth in **Section 2.4** below regarding travel fees.

1.7 Cooperation Requirements: Both parties agree that the cooperation and communication for the best possible result within the definition of this Agreement is the paramount consideration.

1.8 Authority Designation: KC Photography,_{LLC} and its associates are the sole photographers for services performed under this Agreement. The Bride is the sole decision maker at the Wedding, regardless of the party or parties remitting payment for services rendered, advisory boards, in-laws, and passers-by.

1.9 Designated Appointee: The Bride and Groom agree to designate an individual to assist KC Photography,_{LLC} and its associates when an individual fails to appear or cooperate during photography sessions, or for missed images due to unforeseen circumstances, and to point out important individuals for informal or candid photographs. This individual may be the same person specified during the pre-event consultation explained in **Section 1.6** herein.

2.0 Digital Copyrights, Artistic Property: Upon final payment for services rendered, KC Photography,_{LLC} agrees to release the Bride and Grooms' CD-Rom and photographs of the Wedding. Bride and Groom are prohibited under this Agreement to reproduce any of KC Photography's photographs in any manner without first obtaining express written permission from KC Photography,_{LLC}. Upon final payment by the Bride and Groom:

- The digital CD-Rom or prints become the property of the Bride and Groom for their personal use and for the purpose of reproduction of said imagery for dispersal to relatives and friends. Images may be used on personal web sites. An acknowledgement to the

photographer is requested and appreciated. Master images may be released to the Bride and Groom for an additional charge to be determined in a separate Agreement.

2.1 Limitation/Additional Time: The photography schedule, selected locations, and equipment are designed to fulfill the requests of the Bride and Groom. Wedding fees as set forth in **Exhibit A** of this Agreement include full coverage of wedding and reception within the time parameters as set forth in **Section 1.5** of this Agreement. Any additional time will be billed at two-hundred and fifty dollars (\$250.00) per hour. Any extension shall be confirmed by the Bride's verbal acknowledgement. The Bride agrees to subsequently execute the "Additional Services Request Form" attached hereto as **Exhibit B**.

2.2 Start/Stop Times: The agreed hourly photographic rate commences promptly at the time specified in **Section 1.5** of this Agreement. However, reasonable allowances will be made in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other causes beyond the control of the parties.

2.3 Reception, Catering Hall Rules: KC Photography,_{LLC} is limited by the rules and guidelines of the ceremony official and reception cite management. Negotiation and modification of said rules and guidelines with officials and management are the responsibility of the Bride and Groom. KC Photography,_{LLC} is to be immediately notified of any modifications arising subsequent to the execution of this Agreement.

2.4 Travel Fees: Travel fees are calculated by computing the time required to travel to the location of the subject event, from KC Photography's associate's office or residence, whichever is closer. There is no fee for travel time if the subject location is within twenty-five (25) miles. Travel time is billed at twenty dollars (\$20.00) per hour, and thirty-seven cents (\$.37) per mile commencing on the twenty-sixth (26th) mile.

2.5 Liability Waiver: If KC Photography,_{LLC}, or its associates, cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to the photographer's illness or injury, then Studio will return all fees to the Bride and Groom and shall have no further liability with respect to this 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. The Bride and Groom agree and acknowledge that an entire wedding cannot be replicated, reenacted or repeated for the purpose of a reshoot and limits Studio's liability and damages resulting from the same to the amount paid under this Agreement. It is further understood that in the unlikely event that the Photographer is injured or is unable to shoot the event due to illness or a scheduling conflict, KC Photography,_{LLC} reserves the right to substitute another photographer. In the event of such a situation, KC Photography,_{LLC} guarantees that the photographer will be a highly competent professional. If KC Photography,_{LLC} is unable to provide a suitable replacement, KC Photography's liability and any damages arising from the same is limited to the return of all fees received to the Bride and Groom. KC Photography,_{LLC} takes the utmost care in handling any and all materials created at the subject event. However, if the disc/CD-Rom and/or photographs are lost, stolen or destroyed for reasons beyond KC Photography's control, liability is limited to the return of all fees received to the Bride and Groom.

2.6 Security Deposit: The Bride and Groom agree to remit one-half of the amount set forth in the Fee Schedule (attached hereto as **Exhibit A**) upon execution of this Agreement. The remainder is to be paid in full 1 week prior to Wedding date. Any

additional fees incurred under **Section 2.1** shall also be remitted at order pick up or delivery.

2.7 Cancellation: If Bride or Groom should cancel this Agreement three months prior to the subject event date, the Bride and Groom shall be entitled to fifty percent (50%) of any deposit paid to KC Photography, LLC. If the Bride and Groom should cancel within three months of the subject event date, and if KC Photography, LLC is unable to obtain another assignment for that date, KC Photography, LLC reserves the right to recover liquidated damages in a reasonable amount not to exceed the total contract amount specified in the Fee Schedule (attached hereto in **Exhibit A**).

2.8 Choice of Law Provision: This Agreement shall be governed and interpreted by the laws of the State of Ohio.

The undersigned have read all pages and Exhibits incorporated by reference herein and are in agreement with all terms and conditions. The undersigned acknowledge that they are jointly and severally liable for the fees set forth in the Fee Schedule, and any additional fees arising out of Section 2.1 of this Agreement.

KC Photography, LLC
By:

Date

Bride:

Date

Groom:

Date

Responsible 3rd Party:

Date

This Document was prepared by:

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