



KC Photography

865-384-2683

CONTRACT FOR PHOTOGRAPHY SERVICES

Session Date: _____ Session Type: _____ Time Session Starts: _____ Time Session Ends: _____

Other shooting Dates and Times agreed on: _____

Client's Name(s): _____

Parent/Contact Name: _____

Phone: _____ email: _____

Address: _____

Session Location, and address:

PACKAGE CONTENTS & COST

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 may be notes below.

Wedding theme & attire: please specify a theme (if any) traditional / formal / informal / casual etc, as well as colors

Themes, Ideas, Notes: _____

Other Notes: _____

☐ Website

☐ Picture CD

Package Type & Number of hours _____

Price \$ _____

Additional Fee _____

Price \$ _____

Additional Fee _____

Price \$ _____

Total \$ _____

Deposit \$ _____

(Event date is the due date) Balance Due \$ _____

This agreement is subject to all the terms and conditions appearing on the reverse side.



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Terms and Conditions

AGREEMENT Overview: This agreement contains the entire understanding between KC 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.

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 shall not interfere with the Photographer's duties.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. KC 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 KC Photography.

Photographer Style: The photographer will compose, shoot, and edit the photos to the style depicted in his portfolio. Client input will be taken into consideration, but the final decision is at the discretion of the photographer. It is asked the friends or families of client who may be present at the shoot not interrupt the session.

IMAGES and COPYRIGHTS: the photographs produced by KC Photography are protected by Federal Copyright Law and may not be reproduced in any manner without KC Photography's explicitly written permission. Upon final payment by the client, the client has limited copyright ownership of the resulting images which may be used only for personal use and may not be copied, or reprinted without express permission of KC Photography. If Client is obtaining a print for newspaper announcement of the wedding, editorial use or website, KC Photography authorizes Client to reproduce the print in this manner. In such event, Client shall run a credit for the Photographer adjacent to the photograph. Client may purchase a CD with a print release to allow them to have the images printed at any local photo lab or home printer. Clients may not modify or edit the images in any way. The Client must obtain written permission from, and compensate KC Photography prior to the CLIENT, or its friends/ relatives publishing or selling the images for profit.

Final Image Delivery: The Photographer will provide approximately 20 proofs for selecting prints from in an online gallery or Picture CD. The images will be uploaded to the gallery or CD within approximately 2-4 weeks for clients to place their print order online. Raw files or negatives are property of the photographer, and will not be delivered to the client. Clients will not receive ALL photos taken, but will receive the best images at the photographer's discretion. Clients will receive a minimum of 10 image proofs. The photographer reserves the right to discard of blurry photos, eyes closed, etc.

MODEL RELEASE. The CLIENT hereby grants to KC Photography and successors, heirs, executors, administrators, assigns, attorneys, representatives and agents, 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 or any other purpose and in any manner or medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases KC Photography and all associates representatives and assigns from any and all claims, actions, demands, suits, liabilities, damages, expenses, and obligations of any kind arising from, or related in any manner to KC Photography use if said images.

LIMIT OF LIABILITY: In the unlikely event that the photographer is injured or becomes too ill, or has an extreme emergency that prevents him from photographing the event, KC Photography will make every effort to reschedule the event. If for whatever reason this is not possible, responsibility and liability is limited to the return of all payments received for the package purchased. KC Photography takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond KC Photography's control, KC Photography liability is limited to the return of all payments received for the portrait package.

Inherent Qualities: Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes as well as DVD or CD media which may deteriorate due to delaminating and oxidation, and Client releases Photographer from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.

RETAINER & PAYMENT SCHEDULE: 50% of the total cost is due at time of signing this agreement. **This is a NON-REFUNDABLE RETAINER.** In the event of cancellation, the retainer paid is non-refundable. It shall be liquidated for damages to KC Photography in the event of a cancelation, or breach of contract by the CLIENT. The CLIENT shall also be responsible for payment of any KC Photography materials/charges incurred up to time of cancellation. The retainer shall be applied towards the total cost of the service to be rendered. The remaining charges are payable in full on the date of the session.

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.

I hereby agree to the terms of pages 1 and 2 this agreement. Add additional signatures at bottom of page if needed.

Print: _____ Sign & Date: _____
(Subject/Contact)

Print: _____ Sign & Date: _____
(Other (if applicable))

Print: _____ Sign & Date: _____
(Parent of guardian (if applicable))

Print: _____ Sign & Date: _____
(Photographer)

Make checks payable to Kaylin Chesney
KC Photography accepts Visa, Mastercard, American Express, and Discover