

KGC Photography Contract

This contract is for photographic services to be provided by KGC Creations, the photographer, for the paying client. All photographs will be shot in digital format. Digital photos will be delivered as JPEG files through a private link (USB is provided with additional fee) as well as made available on an online social gallery. The link/CD/USB drive and online gallery will be ready about 10-14 days after the session. Prints or specialty products will be delivered 3-4 weeks after client provides details needed including sizes, edits, special requests, etc.

Fees:

Our packages are based on a flat fee system. Payments are due in full at the time of booking. Fee is not refundable but in case if weather or unforeseen circumstances, we do allow our clients to reschedule within 24 hours or reasonable notice depending on circumstance. If new date can't be decided, KGC Creations will provide a voucher equal to the amount paid for use later. If client is 15+ minutes late for scheduled session, KGC Creations is not responsible for staying due to other bookings scheduled and the CLIENT will have to reschedule and may cause an additional retainer fee for new session.

Terms:

KGC Creations will NOT be held accountable for not capturing desired photographs if there is no one to assist in identifying or gathering people/items/locations for the photograph(s). The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. KGC Creations is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to KGC Creations.

Client(s) acknowledge that all work created under this agreement is the intellectual property of the photographer who shall retain the copyright to the photographs. Client(s) agree not to publish the photographs without permission of the photographer. Client(s) may only post images marked for "web" or "internet" on Flickr, Twitter, MySpace, Facebook or any other social networking website. Client(s) may not post full resolution images online. Client(s) also agree not to digitally manipulate the Work for public viewing (wedding message board, social networking website or public photo galleries) and include a photo credit of "Photo By: KGC Creations" with each image posted. Client(s) will have unlimited personal use of the photographs at any time for no additional fee. Client(s) give permission for the photographer to use the work for publication, display, advertising promotion and other uses.

While the photographer takes the utmost care with respect to exposure, processing and delivery of photographs, in the event that the images become lost, stolen or destroyed, for reasons within or beyond the control of the photographer, liability is limited to a refund of retainer, free re-shoot or payment received. The limit of liability shall not exceed the contract price stated herein. KGC Creations will not be held responsible for any ruined photographs due to participants and lighting; or any other ruined photographs due to any other cause in or outside of KGC Creations control.

In the event that KGC Creations is unable to photograph the event due to: illness, emergency, accident, or Act of God, every effort will be made to find a suitable photography replacement. If a replacement is unavailable and if new date can't be decided, KGC Creations will provide a voucher equal to the amount paid for use later. **Archive**

KGC Creations will keep all event/project data on our computers for 90 days after final product delivery. Archival beyond that time is the client's responsibility. KGC Creations will transfer all computerized event/project data to a client's external hard drive at an extra charge.

If special items and product details are not provided by client to KGC Creations within 90 days of the event, a fee may occur to reupload files. Also, KGC Creations can not guarantee that files will be stored after 1 year from event and CLIENT will then forfeit the products within their package at no cost to KGC Creations.

This Contract incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties.

When payment is received and processed, it is agreed that you have read, understood and agreed to all terms and details of this contract along with any party working under KGC Creations. It is recommended you print a copy for your records.