

## KGC Wedding or Event Photography/Video Contract

Contract Topics Discussed:

Payments

Expenses & Meals

Schedules

Copyrights

Delivery & Responsibilities Lighting

This Agreement is made effective for all purposes in all respects for \_\_\_\_\_ (date of service) by and between "KGC Creations" and \_\_\_\_\_ (Client name), hereinafter referred to as "The CLIENT" relating to the event(s) detailed below, hereinafter referred to as "The EVENT(S)".

ENTIRE AGREEMENT: This agreement contains the entire understanding between KGC Creations 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 parties. If any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

Upon your signature, KGC Creations will NOT be held accountable for not capturing desired videos/photos. It is up to the client to assist in identifying or gathering people/items/locations for the videos/photos. 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 videos/photos, neither for missed coverage due to details not revealed to KGC Creations.

ADDITIONAL DETAILS FOR VIDEO: Collaboration - KGC Creations will work closely with the client to deliver the final product. KGC Creations will determine when the video is in an acceptable state to be delivered. Please note that "Editing to final version" is charged by the hour. Clear and efficient communication between the client and KGC Creations is key to getting a project done on time and within the budget/estimate. KGC Creations will not charge the client if a misunderstanding by KGC Creations causes additional time spent. However, changes due to the client "changing their mind" will be charged. Client gets 2 rounds of requests before being charged.

Client(s) acknowledge that all work created under this agreement is the intellectual property of KGC Creations who shall retain the copyright to the videos. Client(s) agree not to publish the videos without permission of KGC Creations. Client(s) may only post videos marked for "web" or "internet" on Flickr, Twitter, MySpace, Facebook or any other social networking website.

Initials \_\_\_\_\_

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 video credit of "KGC Creations" with each video posted. Client(s) will have unlimited personal use of the finalized videos at any time for no additional fee. Client(s) give permission for KGC Creations to use the work for publication, display, advertising promotion and other uses.

**RESERVATION FOR PORTRAIT SESSIONS:** A signed contract and retainer are required to reserve the dates and times of the EVENT(S). If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the retainer is non-refundable and there shall be liquidated damages to KGC Creations. The CLIENT shall also be responsible for payment for any of KGC Creations materials charges incurred up to time of cancellation. See rescheduling section.

**RESERVATION & PAYMENT SCHEDULE for EVENTS:** The 60% non-refundable retainer is due at the time of signing of agreement or securing of date. The remaining balance is payable 60 days prior to the day of the EVENT(S) or earlier. In the event the CLIENT fails to remit payment as specified, KGC Creations shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the EVENT(S). Returned checks will be assessed a \$50 non-enough funds fee. The payment of retainer will also act as an understanding of this agreement.

If CLIENT communication lacks 60 days prior and leading up to the EVENT, CLIENT accepts risk of KGC Creations not having proper time to prepare and may result in missed details or provides KGC Creation the right to terminate coverage with notice given up to 2 weeks before the event via delivery of CLIENT phone number, email, and/or social media.

**EVENT SCHEDULE:** The client agrees to confirm the schedule 2-3 weeks prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from KGC Creations by the CLIENT.

**SAFETY:** KGC Creations reserves to right to terminate coverage and leave the location of the EVENT(S) if the photographer from KGC Creations experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or if the safety of the photographer from KGC Creations is in question.

**SHOOTING TIME / ADDITIONS:** The CLIENT and KGC Creations agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT. If the appropriate allotted time is not provided,

Initials \_\_\_\_\_

KGC Creations is not responsible for limited number of deliverable photos or any missed photos that may be expected by the Client.

EXCLUSIVE PHOTOGRAPHER/VIDEOGRAPHER – the CLIENT understands that by hiring KGC Creations, it is the right of KGC Creations to be the only photographer and/or videographer that you hire for the day and that KGC Creations has the right to ask any guest or persons to put down his/her camera. \*This varies if you book KGC for both or just one service.

EXPENSES & MEALS: For all EVENT(S), 1.5 hour of drive time is included in package cost. However, when applicable, the CLIENT is responsible for a travel fee minimum of \$150 which would need to be quoted before retainer is collected. Meals must be provided for all vendors if served during the event and booked for longer than 5 hours. KGC Creations are happy to honor the venue's request of where vendors will eat (separate table, backroom, near by location within the venue, etc.) These details should be provided prior to the event date from the CLIENT.

RESPONSIBILITIES: KGC Creations is not responsible for compromised coverage due to causes beyond the control of KGC Creations including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to KGC Creations, rendering of decorations, or restrictions of the locations. KGC Creations is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. KGC Creations is not held liable for missed coverage of any part of the EVENT(S). KGC Creations will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

VENUE AND LOCATION LIMITATIONS: KGC Creations is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on KGC Creations. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; KGC Creations will offer technical recommendations only. Every effort must be made to have the lighting at all locations set to a level acceptable by the client and KGC Creations reserves the right to request changes in lighting levels at event locations. Failure to accommodate lighting requirements will cause grainy and unclear photo/video and will not hold KGC Creations liable.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which KGC Creations will be performing services.

FILM and COPYRIGHTS: The photographs produced by KGC Creations are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without KGC Creations' explicitly written permission. If the CLIENT has purchased an "Image DVD" from KGC Creations, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT. If the CLIENT has purchased an "Image DVD" from KGC Creations, KGC Creations grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites if the images

Initials\_\_\_\_\_

remain unaltered and textual credit is explicitly given to KGC Creations. The CLIENT must obtain written permission from KGC Creations prior to any personal use.

**MODEL RELEASE:** The CLIENT hereby assigns KGC Creations 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, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images. Because the client owns the rights to all the captured video, it is their responsibility to ensure that all persons appearing in the video/photos understand their rights of the final product.

**LIMIT OF LIABILITY:** In the unlikely event that the assigned photographer from KGC Creations is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of KGC Creations, KGC Creations will secure a replacement. 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(S).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond KGC Creations' control, including but not limited to camera, hard drive, or equipment malfunction, KGC Creations liability is limited to the return of all payments received for the EVENT(S). 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. KGC Creations is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

**CAPTURE AND DELIVERY:** KGC Creations is not liable to deliver every image taken at the event. The determination of images delivered to the CLIENT is left to the discretion of KGC Creations.

**File Compatibility -** KGC Creations authors files using the most compatible blank media on the market for set-top computers and systems. KGC Creations is not responsible for incompatibility with the files authored and the client/customer's player.

**POST PRODUCTION AND EDITING:** The final post production and editing styles, effects, and overall look of the images are left to the discretion of KGC Creations. Files will be available 6-8 weeks after event.

**PRICING:** Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from KGC Creations.

Initials \_\_\_\_\_

Archival – 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.

RESCHEDULING Policy: Rescheduling a wedding or event is allowed without penalty as long as KGC Creations is available. If KGC Creations is not available than there is no penalty for the cancellation but retainer is still non-refundable.

If cancellation occurs before 60 days of event, client forfeits all payments paid up until cancellation and remaining balance is waived. If cancellation occurs within 60 days of event, client forfeits all payments, and the new balance due will be \$300 for late cancellation notice.

Micro Packages and Specials: Micropackages and discounted packages may change terms in regards to retainer and cancellation notices. Most micro and discounted packages payments are due in full at the time of booking and are not refundable. Payment plans will be noted on invoice and on a case-by-case basis.

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

KGC CREATIONS agrees to the above terms when supplied to a client for signature and is in effect with the client's signature AND/OR payment of the retainer has been processed.

To confirm and acknowledge acceptance of this contract, please sign date, and return to KGC Creations. It is recommended you print a copy for your records.

Addendum to contract will be noted on invoice with KGC header.

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