**KingCheez Photography Contract/Agreement**

This is a contractual agreement between Client and Photographer. The photographer is not responsible for mistakes due to missing or incorrect information. Terms of this contract/agreement and price list are the only legally binding documents between the parties named herein.

**Contracting Parties**

**Bride's** name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Groom's** name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone (Home #)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone (Home #)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Event Information**

**Ceremony Venue**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Reception Venue**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip Code\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip Code\_\_\_\_\_\_\_\_\_\_\_\_

Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*Six Hours of Continuous Coverage** \_\_\_\_\_\_\_\_\_ **Wedding** **Package** \_\_\_\_\_\_\_\_\_

**After Six Hours/$50 per Hour** \_\_\_\_\_\_\_\_\_ **Party** **Package**  \_\_\_\_\_\_**(birthday/retirement)**

**Wedding/$250 deposit ---$150 non-fundable** **Retainer/deposit**  \_\_\_\_\_\_\_\_\_

**Shipping/Handling** \_\_\_\_\_\_\_\_\_

\*\***Other** **Expenses** \_\_\_\_\_\_\_\_\_

**Final Payment** \_\_\_\_\_\_\_\_\_

**\*Six Hours of Continuous Coverage – (Moments before the wedding, ceremony, reception)**

**\*\*Other Expenses - (travel/accommodations/meals/transport cost)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Photographer Signature Date

Please initial all pages

**KingCheez Photography Contract/Agreement**

**(Part II Terms)**

1. **Agreement/Jurisdiction:** The person(s) whose signature(s) appear on this contract, known as "**Client**," agree that **KingCheez Photography**, known as "**Photographer**," shall provide services to photograph their wedding or special occasion and related events to the best of his abilities in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties and any modifications must be in writing, signed by both parties and physically attached to the original agreement. The laws of the State of Virginia shall govern this contract and any resulting arbitration shall take place within the City of Hampton, Virginia. Client assumes responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary. In the event that any part of this is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. 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.
2. **Liability:** If Photographer or agent is unable to perform any or all the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness or technical problem, and if Photographer cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client and Photographer shall have no further liability with respect to this Agreement. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photographs for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this contract/agreement during the time preceding the date on which such liability arises.
3. **Retainer/Down Payment:** Client shall reserve the time and date of service by signing and returning this Agreement along with a non-refundable, non-transferable reservation retainer/deposit of **$250 for Wedding Package or $150 for Party Package**. Cash, money order and cashier checks will be accepted for payment. No date is reserved until the contract and retainer are received. The balance due for the photography services must be paid in full no less than 30 days before the event date. In the event Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid and not attend this event. Returned checks will be assessed a $50 non-sufficient funds fee and all future purchases/payment must be paid by Cashier's Check. Unless the Agreement is canceled, the retainer fee shall be applied to the photography fee total.
4. **Cancellation:** If for any reason Client cancels this Agreement before the wedding date/special occasion, Photographer will keep the retainer. Cancellation must be made in writing, signed by the contracted party and sent via Certified Mail or in person. If Client fails to supply written cancellation as specified before the wedding date/special occasion or cancels within 30 days of the event date, Client shall be required to pay the full balance due.
5. **Reschedule:** In the event that Client reschedules the wedding and Photographer is able to rebook the original wedding/special occasion date, Client will receive credit for all monies already paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding/special occasion and Photographer is not able to rebook the original wedding/special occasion date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding/special occasion coverage within one year of original date provided Photographer is available.
6. **Pre-event Consultation:** The parties agree to a pre-event consultation two to three weeks before the event date in order to finalize the actual shooting times, locations, and CLIENT'S request list (in writing) for specific photographs.
7. **House Rules:** The photographer is limited by the guidelines of the ceremony official or venue or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; However, **KingCheez Photography** will offer technical recommendations and assist in explanations to venues and or officials as required.
8. **Responsibilities:** Unless agreed upon in advance, **KingCheez Photography** shall be the exclusive photographer retained for the event. Photographer may bring one assistant at his discretion. Videographers and other vendors as well as semiprofessional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. Wedding/Special Occasion guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties. Photographer is not responsible for compromised coverage due to causes beyond his control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. Client agrees to confirm the schedule one-week prior to the event and to send the Photographer a copy of the invitation prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.
9. **Copyright:** All photographs taken by **KingCheez Photography** are his property, will remain his property and are protected by United States Copyright Laws. Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties.
10. **Reproduction:** Client agrees to purchase prints directly from Photographer unless in possession of high resolution digital files. Client agrees not to scan copy or reproduce images in any manner without written permission. Should Photographer become aware of reproduction without permission, Client will remit a usage fee of $300 per image, per usage to Photographer. If high resolution digital files are purchased, a written release will be supplied with those files. The release grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any third parties (including vendors associated with the wedding or album designers).
11. **Photo Discs:** Upon receipt of a photo DVD, Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. Digital post processing and web gallery or CD creation takes approximately two to four weeks.
12. **Pricing:** Services or merchandise not included in this initial Agreement will be sold at current price when an 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 Photographer. All print/album credits and sessions must be used within 6 months of web gallery posting or photographer may substitute a product of reasonable value to fulfill any outstanding credit balance.
13. **Image Processing/Printing:** Unless agreed upon prior to any editing work, high-resolution discs and/or proof sets may contain a mixture of color, black and white, and selective color images. An alternately colored version of a photo may be purchased at the current rate. Limited color correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly from him.
14. **Harassment:** Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer or his employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding/special occasion or other event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: **1s**t offense, a verbal warning will be issued to a member of the client party; **2nd** offense, the offending person will be required to leave the wedding/special occasion or event; **3rd** offense, Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage.
15. **Coverage:** Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use his professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.
16. **Model Release:** This Agreement serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of **KingCheez Photography**. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.
17. **Cooperation:** **KingCheez Photography** recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the wedding/special occasion that they wish to have photographed. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. **KingCheez 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 **KingCheez Photography.**
18. **Shooting Time/Additions:** CLIENT and **KingCheez Photography** agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.
19. **Desired Scenes:** The Client will provide **KingCheez Photography** with a list of suggested photographs that they desire in advance. While every attempt is made to accommodate the Client’s desired list of photographs and create the best images possible, no particular image is guaranteed. **KingCheez Photography** is equipped to handle most low-light situations. In situations where flash photography is prohibited or is deemed to be unsafe, the Client agrees to accept the Digital Images as-is, given the technical limitations of low-light photography.