



WEDDING PHOTOGRAPHY AGREEMENT – Mick Klass, Photography

1815 N Orchard St. Tacoma, WA 98406 253.732.6648 -- www.mickklassphoto.com

Wedding Date: _____ **Time Photography Starts:** _____ **Time Photography Ends:** _____

Other sessions/times agreed upon:

Wedding, Location & address:

Reception, Location & address:

Bride's Name: _____ **Phone:** _____

Address: _____

email: _____

Groom's Name: _____ **Phone:** _____

Address: _____

email: _____

AGREEMENT Overview: This Agreement expresses the full and complete agreement between the named parties (hereinafter referred to as CLIENT) and MICK KCLASS PHOTOGRAPHY regarding the subject matter hereof. It supersedes all prior agreements. The only way to add or change this agreement is to do so in writing, signed by all parties.

COOPERATION: Unless otherwise noted, MICK KCLASS PHOTOGRAPHY, it's associates or employees will be the exclusive photographer(s) at this event. CLIENT agrees that guests may not take photos of the assigned photographer(s) setups, poses or arrangements without prior permission of the photographer(s). The Parties agree that good faith cooperation and communication between them is important in obtaining a good result. MICK KCLASS PHOTOGRAPHY recommends that CLIENT identify to the photographer(s) important individuals during the event and during associated portraits, if they wish to have them photographed. MICK KCLASS PHOTOGRAPHY or the photographer(s) will not be held accountable for not photographing desired guests if there is no one to assist in identifying and gathering people for photograph's. MICK KCLASS PHOTOGRAPHY is not responsible if key individuals fail to appear or cooperate during photography, or for missed images due to details not revealed to MICK KCLASS PHOTOGRAPHY or beyond the photographer(s) control.

HOUSE RULES: CLIENT agrees and understands that the photographer(s) are limited by the guidelines of the ceremony official or reception site/venue management and CLIENT agrees to accept the results that may occur from said guidelines. Negotiation with the officials for moderation of guidelines is solely the CLIENTs responsibility. MICK KCLASS PHOTOGRAPHY will however offer technical recommendations concerning such guidelines.

IMAGES and COPYRIGHTS: Photographs/images produced by MICK KCLASS PHOTOGRAPHY are protected by Federal Copyright Law (all rights reserved). Upon final payment by CLIENT, CLIENT is granted limited license to use and display resulting images for personal use. Said images may not be altered or reproduced in any manner without prior written permission of MICK KCLASS PHOTOGRAPHY. This excepting CLIENTS who receive a low resolution digital disk with printing rights, who may make prints for personal use, as indicated on disk label, and may transmit said images electronically, but may not copy, or re-distribute the disk in any manner. The CLIENT must obtain written



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permission from, and compensate MICK KCLASS PHOTOGRAPHY prior to the CLIENT, its associates, friends or relatives publishing or selling the photographs.

MODEL RELEASE. The CLIENT hereby grants to MICK KCLASS 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 MICK KCLASS 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 MICK KCLASS PHOTOGRAPHY use if said images.

RETAINER & PAYMENT SCHEDULE: 25% is due at the signing this agreement. This retainer will be refunded if CLIENTS cancels this contract not less than 6 months before the Wedding Date shown above, or within 3 days of the date of execution, which ever date last occurs. After that date, the retainer is non-refundable, and should CLIENT cancel or otherwise breach this Agreement, the NON-REFUNDABLE RETAINER shall be liquidated for damages to MICK KCLASS PHOTOGRAPHY. The CLIENT shall also be responsible for payment of any materials/charges incurred up to time of cancellation. Otherwise, the retainer shall applied towards the Final Total, with the remainder of charges payable in full, no later than one week prior to the date of the event _____.

LIMIT OF LIABILITY: In the unlikely event that the photographer(s) are injured, become too ill, or has an emergency that prevents them from photographing the event, MICK KCLASS PHOTOGRAPHY will make every effort to secure a replacement photographer. If a suitable replacement is not found, CLIENT agrees that responsibility and liability of MICK KCLASS PHOTOGRAPHY to the CLIENT is limited to the return of all payments received for the event. MICK KCLASS PHOTOGRAPHY takes the utmost care with respect to exposure, storage, and processing the photographs/images, but cannot and does not, guarantee that photographs/images of the event will not be lost, stolen, or destroyed for reasons within or beyond MICK KCLASS PHOTOGRAPHY control. CLIENT agrees that MICK KCLASS PHOTOGRAPHY or the photographer(s) full and complete responsibility and liability is limited to the return of all payments received for the event. CLIENT further agrees that the limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the estimated percentage of the total number of original images.

COMPLETION SCHEDULE: Images are expected to be prepared within _____ of the event date. Framed image will be delivered within _____ of selection .

Other Notes/Changes:

Wedding Package

photography - 1 photographer for _____ hours

CD/DVD of images (1024 X 768 at 72dpi) for electronic sharing and small printing

1 - framed 8" X 10" or 12" print of couple

On-line, password protected gallery for purchasing prints available for 1 year from wedding date. (Images available directly from MICK KCLASS PHOTOGRPAHY for at least 2 years after the wedding date.)

Fee: \$ _____

Retainer (25%): \$ _____

Final Payment: \$ _____ **due on** _____



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I hereby agree to the terms of this agreement.

Print _____ Sign _____ (Bride) Date _____

Print _____ Sign _____ (Groom) Date _____

Print _____ Sign _____ (Other) Date _____

Print _____ Sign _____ (Photographer) Date _____