

Michael McKinney (McK Studio)

Contract for Wedding Photography Services

Wedding Date and Time: _____

Bride's Name (THE CLIENT): _____

Phone: _____

Address: _____

Email: _____

Groom's Name (THE CLIENT): _____

Phone: _____

Address: _____

Email: _____

Time of Photography Session:

Ceremony: Starts: _____ Ends: _____ Reception : Starts: _____ Ends: _____

Amount of Guests: _____ Wedding Party Total: _____

Wedding Ceremony Location: _____

Wedding Official and Contact Number: _____

Wedding Reception Location: _____

Wedding Reception Manager and Contact Number: _____

Bride's Dress-up Location: _____

Wedding theme: please specify color scheme / traditional / formal / informal / casual etc.

Wedding Attire: describe bride, groom and wedding party attire.

Photography fee agreed upon: \$_____

(plus applicable expenses, tax as described in the contract).

A Reservation Fee of \$500 is due when this agreement is signed, and the balance of:

(\$_____) is to be paid upon delivery date of Digital Photographs.

Additional Expenses: THE CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by THE CLIENT as discussed in proposal of services.

WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

1. **ENTIRE AGREEMENT:** This agreement contains the entire understanding between Michael McKinney (McK Studio) and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.
2. **RESERVATION:** Upon your signature, Michael McKinney (McK Studio) will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Fee of \$500 is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Fee is to be paid at time of signing the contract. The Reservation Fee is applied towards the contracted wedding photography package and services. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due on delivery of the digital photographs.
3. **CANCELLATION:** In the event that THE CLIENT cancels the contracted services for the wedding photography outlined in this contract before the wedding ceremony takes place, the Reservation Fee will be forfeit. Michael McKinney (McK Studio) agrees to refund all additional money paid (less expenditures for which receipts will be provided), to THE CLIENT.
4. **PAYMENTS:** THE CLIENT agrees that the \$500 Reservation Fee is required at the time of contract acceptance and 100% of the remaining balance is due on THE CLIENTS receipt of the digital photographs.
5. **FINAL DELIVERY:** Michael McKinney (McK Studio) will deliver the photographs and any additional material once processing is completed. Michael McKinney (McK Studio) will also deliver the digital photographs via a custom website if included in the stated package.
6. **METHOD OF PAYMENT:** Payment may be made in Cash or Check, or Via PayPal, link will be emailed.

7. EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood that Michael McKinney (McK Studio) will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by Michael McKinney (McK Studio), THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographers are in session. Michael McKinney (McK Studio) suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of Michael McKinney (McK Studio) to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. Michael McKinney (McK Studio) will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time Michael McKinney (McK Studio) equipment is not being used. In return for this consideration Michael McKinney (McK Studio) insists no other guest photography take place when or where Michael McKinney (McK Studio) is working. No other guest/photographer using professional equipment will be allowed by Michael McKinney (McK Studio) at any time during the wedding. Michael McKinney (McK Studio) reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the Reservation Fee being forfeit.

8. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; Michael McKinney (McK Studio) will offer technical recommendations only.

9. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Michael McKinney (McK Studio) 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 Michael McKinney (McK Studio). Michael McKinney (McK Studio) recommends that THE CLIENT designate an "event guide" to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

10. SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and Michael McKinney (McK Studio) agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, Michael McKinney (McK Studio) will not be held liable for any photographs not taken.

11. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations.

12. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

13. 90 MINUTE WINDOW: The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, Michael McKinney (McK Studio) shall not be held liable for failure to take desired photographs.

14. COMPLETION SCHEDULE: The processing process can only start once Michael McKinney (McK Studio) receives the order list for the required images. Digital processing takes approximately 2 weeks. Creation of a wedding album takes 6-12 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

15. DIGITAL PHOTOGRAPH DELIVERY: After the wedding, Michael McKinney (McK Studio) will provide THE CLIENT with a watermarked low resolution digital photograph website link. These website link will contain all photographs taken at the event. All photographs will have a watermark embedded, prohibiting unauthorized use. THE CLIENT should as soon as possible (with in 6 months) provide Michael McKinney (McK Studio) with a list of desired images to be printed, for album, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract if requested). The list should specify which images should be in color, black and white or sepia. Printing of photographs cannot commence prior to Michael McKinney (McK Studio)'s receipt of this list. THE CLIENT agrees if the balance is not paid on initial digital photographs delivery, Michael McKinney (McK Studio) will NOT make a final delivery of selected prints, incurring no liability to Michael McKinney (McK Studio) and resulting in loss of Reservation Deposit by THE CLIENT. Once final payment has been received the website link will be updated to allow print processing, full resolution downloads, and custom app download (if part of original requested package).

16. DIGITAL PHOTOGRAPHS, WEBSITE LINK, CUSTOM APP, PRINTS, and COPYRIGHTS: The photographs, digital negatives or prints, and website link produced by Michael McKinney (McK Studio) are protected by Copyright Law (All Rights Reserved) and may not be reproduced in any manner without Michael McKinney (McK Studio)'s explicit written permission. Upon final payment by THE CLIENT, limited shared copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions (Non-Commercial Rights) They are for personal use, personal websites, blogs, school newsletters, and other media where they will not be explicitly used as a part of a for-profit/money-making activity under Non-Commercial rights, and maybe shared with friends and relatives, not to be sold or published.

17. MODEL RELEASE: THE CLIENT hereby assigns and grants Michael McKinney (McK Studio) and its legal representatives 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 and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases Michael McKinney (McK Studio) and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Michael McKinney (McK Studio) may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by Michael McKinney (McK Studio).

18. GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

19. GUEST CONDUCT: Michael McKinney (McK Studio) will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

20. RIGHT OF WITHDRAWAL: Michael McKinney (McK Studio)'s discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should Michael McKinney (McK Studio) initiate the withdrawal, all fees will be returned, excluding Reservation Fee as well as fair market value for all services/products already provided. In case of THE CLIENT withdrawal, Reservation Fee will not be returned.

21. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. Michael McKinney (McK Studio) will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract. If such a 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 package.

22. PROFESSIONAL GUARANTEE: Michael McKinney (McK Studio) takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond Michael McKinney (McK Studio)'s control, the latter' liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. 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.

23. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, Michael McKinney (McK Studio) cannot place an unconditional guarantee on the above. Michael McKinney (McK Studio) will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Michael McKinney (McK Studio)'s control.

24. PERFORMANCE: The performance of this contract on behalf of Michael McKinney (McK Studio) shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

25. SEVER-ABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

26. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and Michael McKinney (McK Studio) at the time of acceptance of this contract shall be recognized as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Print: _____

(THE CLIENT responsible for payment)

Signed: _____

Date: _____

Print: _____

(Witness)

Signed: _____

Date: _____

Print: _____

(On behalf of Michael McKinney (McK Studio))

Signed: _____

Date: _____

Location: _____