



## KCAPhotos Our Pledge

Client's Name: \_\_\_\_\_

Client's Address (Street, City, State & Zip): \_\_\_\_\_

Photography Location: \_\_\_\_\_

Photography Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Proof photographs that shall be delivered to Client on the following date: \_\_\_\_\_

KCAPhotos Session Fee: \_\_\_\_\_; paid in advance.

**1. Purpose** - This agreement contains the entire understanding between KCAPhotos and the Client. It supersedes all prior and simultaneous agreements between the parties. Amendments may be made in writing, signed by all parties.

**2. Reservation** - Upon your signature and receipt of the session fee, KCAPhotos will exclusively reserve the time and date agreed upon.

**3. Session Time/Duration** - For purposes of planning and scheduling Session duration must be predetermined. Should the Session extend past the prepaid Session Fee, additional Session Fees will be charged in half-hour increments (per the attached Pricing List).

**4. Digital Negatives, Prints and Copyrights** - The photographs, digital negatives or prints produced by KCAPhotos are protected by International Copyright Law (all rights reserved). KCAPhotos retains the copyright to all photos and images produced. When the Client purchases images on media or for download, KCAPhotos will provide a reproduction release to the Client which grants unlimited but non-exclusive rights to use or reproduce the purchased photographs. The Client shall obtain written permission from the KCAPhotos and his legal representatives and assigns from all claims and liability relating to said photographs.

**5. Model Release** - The Client hereby grants to KCAPhotos and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client and Guests for editorial, trade, advertising, stock, commercial and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases KCAPhotos and his legal representatives and assigns from all claims and liability relating to said photographs.

**6. Completion Schedule** - Digital processing takes approximately two (2) weeks. Once the proof images have been prepared, KCAPhotos will contact the Client to schedule an opportunity to view the proofs. In addition to the proof images, a private online gallery will be provided. The Client will then provide KCAPhotos a written list of proof images that final photographs shall be made and indicate the number along with format of the final photographs to be delivered for each individual proof image. Please see the attached Price Schedule for pricing and formats.

**7. Payments** - The Client agrees that the Session Fee is due upon acceptance of this Agreement. The Client may choose to order individual images or to purchase all of the images on digital media; it is understood that all orders shall be paid in full at the time of ordering.

**8. Payment Method** - KCAPhotos will accept payment via check or PayPal. A \$25.00 charge will be assessed for payments returned by the bank.

**9. Right of Withdrawal** - KCAPhotos' goal is to provide a unique photographic experience, to completely satisfy, and to develop a lasting relationship. KCAPhotos reserves the right to Withdraw from this Agreement, if in our professional opinion, we will be unable to deliver the expectation of the Client. KCAPhotos will refund fees collected on a prorated basis.

**10. Limit of Liability** - KCAPhotos takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond KCAPhotos' control, KCAPhotos' liability is limited to the return of all payments received.

**11. Severability** - If any provision of this agreement is held to be invalid or unenforceable under the laws of the State of Arkansas, 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.

**12. Amendments** - This document and any attachments constitute the entire Agreement, any changes or modifications must be made in writing and agreed upon through signature by all parties.

### Applicable Law

This contract shall be governed by the laws of the State of Arkansas in Washington County and any applicable Federal Law.

By KCAPhotos

Date \_\_\_\_\_

Client

Date \_\_\_\_\_