

# CHRIS MCKNIGHT PRODUCTIONS

## PHOTOGRAPHY & VIDEOGRAPHY AGREEMENT TERMS

Please read the following terms below before signing the agreement >>

### 1. Introduction:

This agreement constitutes an order for commercial photography/video services, including the taking of pictures/video as agreed to by both parties: Chris McKnight Productions (The Studio) and The Client (You!). It is understood that any and all rights to photographs/video thereof shall remain the property of The Client and may not be used for advertising, web site portfolio, display or other promotional purposes thought proper by The Studio to promote The Studio's products and services (UNLESS OTHERWISE STATED), and hereunder will not be used for financial gain without your permission and the permission of any property owners / decorators/planners who's work may be represented therein and is subsequently protected by international copy- right law.

### 2. Some things are just unavoidable:

If The Studio cannot perform this agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer/ videographer's illness or injury, then The Studio will return the final deposit (if paid) to the Client(s) but shall have no further liability with respect to this agreement. This limitation on liability shall also apply in the event that photographic/video materials are damaged in processing, lost through camera, computer and/or storage device malfunction, or otherwise lost or damaged without fault on the part of The Studio. Client(s) agree that an entire event or production cannot be replicated, reenacted or repeated for the purpose of a re-shoot and limits The Studio's liability to the amount paid by the Client (typically the deposit) under this contract.

### 3. The Deposit:

On signing of this agreement by both parties hereto, The Studio will reserve the time agreed upon and will not make another reservation for the specific time frame. A deposit of **50%** of the quote is required to secure your reservation and book our services. The remaining **50%** balance is due the day before your event date or sooner; OR no photography/video will take place. Timely payments insure you continue to reserve our services, and keep your wedding date booked. **Deposits are non-refundable.**

### 4. The Fees:

The final total is the total amount due to us by you for the photography/video coverage you have specified which covers shooting, applicable taxes, and basic post production such as editing, creating an online gallery and creation of a CD/DVD copy of the digital files/footage, and A La Carte Services you purchased. Print packages are available for a reasonable cost if you booked our photography services.

### 5. Digital Files:

All Commercial Photography/video is provided as high-resolution digital files or unless otherwise agreed upon. These files are large quality RAW or JPEG camera files. Video is shot as a MOV or MTS raw file and converted to a viewable and manageable format and size.

### 6. Online Client Galleries:

Galleries are available for **one month (or 30-days)** unless additional time is purchased. An additional 30-days can be purchased for \$30.00. This can be useful if you, your family and/or friends have not seen

#### 7. Performing Photography and Video Edits:

Photo jobs take anywhere between **1-4 weeks** to complete; video jobs may take longer due to the size and nature of the media, as well as, any special requests in production and post that were made prior to shooting. If your event occurs on more than one day and is longer than a traditional wedding, we reserve the right to take longer to return your finished product.

#### 8. Finalized Photos and Videos:

All edited photos and videos will only be kept on file for approximately **6 months**. After approximately **6 months**, edited photo and video jobs will be deleted from our backup records. This includes original photo and video files. This means we will not be able to burn additional copies for you if requested and purchased. If you believe you may need additional copies of your videos, please purchase them prior to this time, but preferably when your job has been completed .

#### 9. House Rules:

If your shoot is at some official location and they have a “no photography/video policy” that I haven’t been in- formed about then we have a problem! The Studio is limited by the guidelines of official personnel or event site management. The Client agrees to accept the technical results of their imposition on the photographer/videographer. Negotiation with the officials for moderation of guidelines is The Client’s responsibility.

#### 10. Copyright:

Copyright remains with The Studio. Except as otherwise specifically provided in writing, all Photographs/video and rights contained therein, including copyright, remain the sole and exclusive properties of The Studio.

#### 11. Photographer/Videographer Judgment:

The Client is responsible for sending an authorized representative to the contracted location where The Studio will take Photographs/video for the Client. If no representative is present, the Client must accept The Studio’s judgment as to the creation of the Photographs/video; however, this may only occur if the shoot description (booking form) is left blank.

#### 12. Liability:

The Client assumes full liability for its principles, employees, agents, affiliates, successors and assigns (including without limitation messengers and freelance researchers) for loss, damage or misuse of the Photographs. Client shall indemnify The Studio and its photographers against all claims, liability, damages and expenses incurred by The Studio and its photographers in connection with any third party claim arising out of use of said material here- under except where The Studio or its photographers cause such damages, claims or misuse.

#### 13. Model and Property Releases:

No model or property releases exist on any of the Photographs unless The Studio specifies the existence of such release in writing. Client will indemnify and defend The Studio and its photographers against all claims, liabilities, damages, costs and expenses, including reasonable legal fees and expenses arising out of any use of any of the Photographs for which The Studio furnished no release, or any of the Photographs altered by Client or at the Clients request. The Studio and its photographers’ liability for all claims shall not, in any event, exceed the fee of one dollar.

## DETAILED PRICING INFORMATION

\*All information must be completed prior to any photography or videography services being rendered.

### PRICING DETAILS:

Photography or Videography Services: \_\_\_ (P for Photography; V for Video)

Name of Package: \_\_\_\_\_; Package Price: \$ \_\_\_\_\_

Additional DVD('s) (\$25/ea.): Qty. # \_\_\_\_\_; Price: \$ \_\_\_\_\_

Thumb Drive w/customized gift box(\$75/ea.): Qty. # \_\_\_\_\_; Price: \$ \_\_\_\_\_

External Hard Drive for RAW Footage (\$120/ea.): Qty. # \_\_\_\_\_; Price: \$ \_\_\_\_\_

Additional Time for Primary Photographer/Videographer (\$250/Hr): Qty. # \_\_\_\_\_; Price: \$ \_\_\_\_\_

Second Photographer/Videographer (\$100/HR): Qty. # \_\_\_\_\_; Price: \$ \_\_\_\_\_

Photo Montage w/Music (\$150): \_\_\_\_\_ (Y for Yes; N for No)

Wedding Album (ask about pricing): Qty. #: \_\_\_\_\_; Price: \$ \_\_\_\_\_; N/A \_\_\_\_\_

Special Requests: \_\_\_\_\_.

### SPECIFIC PRICING DETAILS:

Subtotal: \$ \_\_\_\_\_

Tax (7%): \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Deposit (50%): \$ \_\_\_\_\_

Due Date: **Now to book services**

Remaining Balance: \$ \_\_\_\_\_

Date Due: **Day before the event**

SIGNATURES:

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Client Printed Name and Date

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Client Signature and Date

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The Studio Group Printed Name and Date

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The Studio Group Signature and Date

