



18463 Blueberry Lane, U102, Monroe, WA 98272 – www.krazybirdphotography.com – (425) 405-0393

TERMS AND CONDITIONS OF PHOTOGRAPHY SERVICE

ENTIRE AGREEMENT: This agreement contains the entire understanding between KrazyBird Photography and _____ (from this point referred to as THE CLIENT). This agreement 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.

Initial _____

RESERVATION & PAYMENTS: THE CLIENT’S reservation is for the date of _____, _____. THE CLIENT has specified that they will require the services of KrazyBird Photography from _____ to _____. The fee specified for these times shall not exceed the quoted rate of \$_____. Additional hours may be made available to THE CLIENT at KrazyBird Photography’s discretion for the rate of \$_____ plus tax per hour. Any change to the date or times listed above requires approval from KrazyBird Photography.

Upon your signature, KrazyBird Photography will reserve the time and date agreed upon above, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of \$100.00 is non-refundable, even if the time or date is changed; another photographer or company is contracted to the event; a condition of this agreement is broken; or the event cancelled for any reason; including acts of nature, fire, strike and/or extreme weather. The reservation deposit is to be paid at time of signing the contract. The reservation deposit will be applied towards the contracted photography service price. THE CLIENT understands and agrees with the payment terms established by KrazyBird Photography and acknowledges that the contracted service price is due 30 days prior to their event.

Initial _____

CANCELLATION: All cancellation requests must be made in writing and delivered to KrazyBird Photography. If a cancellation request is made 30 days or more in advance of your event, THE CLIENT agrees to forfeit their deposit but will receive a refund of any additional monies paid providing that no other expenses have been incurred. If the cancellation request is made 29 days or less before the scheduled time, THE CLIENT will be responsible for remitting full payment to KrazyBird Photography. If KrazyBird Photography is required to cancel this contract at any time for any reason, a refund of the total payments made to your event will be refunded.

Initial _____

METHOD OF PAYMENT: Payment may be made in cash, personal check, money order or by credit card. Payments made by credit card will be subject to additional 5% processing fee. NSF or refused checks will be subject to a \$25.00 charge.

Initial _____

30/60 MINUTE WINDOW: THE CLIENT agrees to provide KrazyBird Photography a minimum of 30 minutes of time for formal portraits of the bride and groom during the event schedule. KrazyBird Photography recommends an additional 60 minutes be set aside for additional family and formal portraits. If these timeframes are not allowed in the schedule, KrazyBird Photography shall not be held liable for failure to take the desired photographs. There will be no guest photography allowed during these formal portrait sessions.

The formal photography time outlined above is for the exclusive use of KrazyBird Photography only. No guest photography shall be permitted during these times. Guest photography will be permitted at the non-formal times during your event. THE CLIENT agrees to inform all guests of the event that flash photography will be prohibited at all times during the event except during the non-formal photography times.

Initial _____

COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. KrazyBird Photography 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 KrazyBird Photography. KrazyBird Photography recommends that THE CLIENT designate an "event guide" to identify important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

Initial _____

EXCLUSIVITY / GUEST PHOTOGRAPHY: It is understood by signing this agreement that THE CLIENT has contracted with KrazyBird Photography to be the exclusive photographer for their event. Under this agreement, THE CLIENT agrees to inform their guests that there will be no flash photography allowed during the ceremony, and no photography by any person other than KrazyBird Photography during their formal portrait times as described above. THE CLIENT also agrees that there shall be no other professional photographers, videographers or amateur photographers using advanced photography/videography devices. Use of any of these devices may compromise the images captured by KrazyBird Photography and will not be allowed without the expressed written consent of KrazyBird Photography.

Initial _____

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.

Initial _____

KrazyBird Photography 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 and an additional charge to repair or replace the damaged equipment will be incurred.

SHOOTING TIME: 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 KrazyBird Photography 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, KrazyBird Photography will not be held liable for any photographs not taken.

Initial _____

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; KrazyBird Photography will offer technical recommendations only.

Initial _____

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by KrazyBird Photography are protected by Copyright Law (all rights reserved) and may only be reproduce only with expressed written consent by KrazyBird Photography or its agents.

THE CLIENT and KrazyBird Photography have agreed upon a service that will include delivery of the images to an online retail source where prints may be ordered by THE CLIENT or by those designated by THE CLIENT. If THE CLIENT and KrazyBird Photography have an agreement entitling THE CLIENT to a CD Set, the delivery of those images will be made to THE CLIENT after the final processing of the images has occurred.

The images contained on the CD Set may be reproduced by THE CLIENT within a **limited** copyright. This limited copyright includes prints and or digital media transfer for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives. The limited copyright does not allow THE CLIENT to publish any materials or profit from said materials without expressed written consent from KrazyBird Photography. KrazyBird Photography reserves the right to publish and/or use for promotional reasons any images taken for THE CLIENT.

Initial _____

RIGHT OF WITHDRAWAL: KrazyBird Photography's discovery of new information, changes to agreed circumstances, or other factors which tend 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 KrazyBird Photography initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided.

Initial _____

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. KrazyBird Photography will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. 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.

KrazyBird Photography 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 KrazyBird Photography's control, the latter's 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.

Initial _____

NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, KrazyBird Photography cannot place an unconditional guarantee on the above. KrazyBird Photography 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 KrazyBird Photography's control.

Initial _____

PERFORMANCE: The performance of this contract on behalf of KrazyBird Photography shall be contingent upon acts of nature, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

Initial _____

SEVERABILITY: 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.

Initial _____

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 KrazyBird Photography at the time of acceptance of this contract shall be recognized as amendments to this contract.

Initial _____

REPRINT ORDERS: Reprints of images or additional images may be ordered up to 90 days after the posting date of the images at www.krazybirdphotography.com or from one of KrazyBird Photography's online retail partners. After 90 days, a backup will be kept of the images from your event. If at anytime, THE CLIENT requires an additional copy of those images, THE CLIENT may purchase an additional CD Set for \$150.00. THE CLIENT may purchase a second release for \$100.00. Current photograph printing rates are available at anytime at www.krazybirdphotography.com.

Initial _____

PROFESSIONAL IMAGE MANIPULATION: Basic image manipulation is included in your hourly rate. These manipulations may include color correction, cropping and minor adjustments to other settings. Additional image manipulation rates for blemish correction, image creation and other graphic services are billed at a cost of \$50.00 per hour.

Initial _____

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

Clients

For KrazyBird Photography

Signed _____

Signed _____

Signed _____

Date _____

Date _____

Date _____