

"D.King of Images"

AGREEMENT FOR PERSONALIZED WEDDING PHOTOGRAPHIC SERVICES

THIS AGREEMENT, For personalized wedding photographic services between (print name) _____
_____ residing at _____,
(collectively the "Client"), and "D.King of Images", (the "Photographer") with its principle office located
at N.6944 Cornelius Circle, Oneida, Wisconsin 54155

A. The Elite Package

- *Includes 100 4x6 images assembled in a photo album
- * (1) 11x14 wall portrait of Client's Choice
- * (2) 8x10 Client's Choice
- * Digital art work included
- * All images burnt to CD-ROM
- * (2) Multi media slide show DVD's
- * Total cost is fifteen hundred dollars (\$1500.00)
- * All Day coverage (includes the dance, up to 10pm)

B. The Prestige Package

- * All Images burnt to a CD-ROM
- * Digital art work included
- * Total cost is eight hundred dollars (\$800.00)
- * All Day coverage, does not include the dance

Inconsideration of mutual covenants set forth herein and intending to be legally bound the parties here
to agree on this date _____ as follows:

2. **Acceptance.** Client acknowledges that they have read and understand this Agreement and agrees to be bound by the terms and conditions contained herein. Client understands that this Agreement between Client and Photographer is for the Photographer to perform photographic services on _____, (the "Wedding Date") and for the development, arrangement, and delivery of a minimum of (1) Personalized Wedding Package, collectively ("Services").
3. **Payment Terms.** Client shall make a payment in the amount of Four - Hundred Dollars (\$400.00), (the "Deposit"), upon acceptance of this Agreement. Client may reserve the Wedding Date with Photographer, upon payment of the Deposit. Client shall select and pay the balance due on the Client's selected Personalized Wedding Package (the "Package") at least one week prior to the Wedding Date, (the "Selection Date").
4. **Wedding Date Coverage.** Photographer shall arrive at the site of the wedding on the Wedding Date one (1) hour prior to the wedding unless otherwise agreed by Photographer and Client. Photographer shall perform photographic services at no more then (3) locations on the Wedding date.

5. **Finance Charge.** A finance charge of 2% per month will be assessed on any payment not paid when due under this Agreement. Payment by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Actual attorney fees, court costs, or other costs incurred in collection of delinquent payments shall be paid by Client. If payment of invoices is not current, the Photographer may suspend performing further work.
6. **Postponement or Cancellation.** Client bears the sole risk of cancellation or Postponement. If the Wedding Date is canceled or postponed for any reason, Client agrees to pay Photographer the amount of the Deposit (\$400.00), not as a penalty, but as liquidated damages. **No refund shall be given if wedding is cancelled.**
If Wedding Date is postponed the new date has to fit into the Photographer's schedule book, if not **No refund shall be given**
7. **Exclusive Photographer.** "D.King of Images" shall be the exclusive photographer to perform photographic services on the Wedding Date
8. **Site Control.** Photographer shall have the sole discretion to control, direct, or exclude any other individuals, or other entity, from taking photographs or making video reproductions of any wedding events. Videographers shall be permitted only with the prior written consent of the Photographer.
9. **Artistic Control.** Photographer shall have complete and final control over all artistic elements involved in performing the Services. This includes, without limitations, discretion concerning use of backgrounds, sites, lighting equipment, the inclusion or exclusion of groups or individuals, special photography, and presentation of photographs.
10. **Copyright and Reproduction.** Photographer shall retain all images and own the copyright for all images created and shall have the exclusive right to reproduce the images. Unauthorized copying of photographs is an infringement of this copyright. Photographer reserves the right to use any images created for display, publication, or other purposes.
11. **Standard of Care.** Photographer shall exercise a standard of care consistent with the applicable industry standards with respect to the Services performed hereunder. No other representation, express or implied, and no warranty or guaranty are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document, or otherwise. **THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY PHOTOGRAPHER CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE**
12. **Limited Liability.** Photographer's liability shall be limited to the payment received by Photographer from Client for the Services provided giving rise to the claim. Client's exclusive remedy for any claim arising out of or related to this Agreement will be for Photographer, upon receipt of written notice, (i) to use commercially reasonable efforts to cure the matter that gave rise to the claim for which Photographer is a fault, or (ii) return to Client any monies paid by Client to Photographer for the Services provided.

13. **Force Majeure.** Photographer shall not be responsible for any acts or omissions in any Services provided if such acts or omissions arise out of causes beyond its control. Such causes included, without limitation, acts of God, fires, floods, severe weather, and acts or omissions of third parties.
14. **Governing Law.** This Agreement shall be interpreted under the laws of the State of Wisconsin, and any dispute between the parties shall be solely venued in Outagamie County, Wisconsin.
15. **Severability.** In the event that any part or provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other part or provision of this Agreement, and all other parts or provisions shall remain in full force and effect.. If any part or provision of the Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.
16. **Nonwaiver.** No part or provision of the Agreement will be waived by either party except in writing. The parties here to agree that the waiver by any party of a breach of any part or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other part or provision of the Agreement.
17. **Entire Agreement.** This Agreement, states the entire agreement between the parties and supersedes all previous contracts, proposals, oral or written, brochures, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Photographer respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by he parties hereto

Date: this _____ day of _____ 20_____

PHOTOGRAPHER: "D.King of Images" (Dennis King)

CLIENT: _____ SIGN NAME

_____ PRINT NAME

_____ EMAIL ADDRESS

_____ HOME PHONE #

_____ CELL PHONE #

"D. King of Images"

Wedding Day Photography Schedule & Information Sheet

Bride & Groom: _____
Wedding Date: _____

Bride's Address: _____
Brides's Phone #: _____
Groom's Address: _____
Groom's Phone #: _____

Pre-Ceremony Photography at: _____
Address: _____
Times: _____

Ceremony at: _____
Address: _____
Presiding Minister: _____
Times: _____
Must be out of the Church by: _____

Post-Ceremony Photography at: _____
Address: _____
Times: _____

Reception at: _____
Address: _____
Times: _____

Photographic Coverage to include:
Package A: _____
Package B: _____

Date: this _____ day of _____ 20____

PHOTOGRAPHER: "D. King of Images" (Dennis King)

CLIENT (print & sign name): _____

“D.King of Images”

THE PHOTOGRAPHER'S POLICIES

Dennis King of “D.King of Images” will only book one wedding per day and is the only photographer. This will assure you that you get the artistic quality I am know for as well as the style you expect.

I use professional digital equipment to photograph your wedding ceremony to assure you get the best image quality.

All images are loaded into my computer and then I as the artist will be responsible for enhancing the wedding prints

The best professional photo lab in my opinion is used to print your order to assure consistent density and color control throughout your order.

Anyone photographing with digital, SLR's or Professional equipment will be asked not to photograph during my formal group sessions. Relatives with point and shoots will be allowed as long as they don't photograph when I do so we avoid blinking eyes or impede my photographing all the poses I will be taking for you with the time allowed

“D.King of Images” retains all copyright protection privileges under current **Federal Copyright Laws**.
Thank You

Dennis King of “D.King of Images”

Wedding Photo Check List

Before the Ceremony

*The Church/Building	yes - complete
*Groom Looking at watch	yes - complete
*Groom Close up	yes - complete
*Groom full body	yes - complete
*Groom & Best man	yes - complete
a) Groom & Best Man Shaking hands	yes - complete
*Grooms men stopping groom from entering church	yes - complete
*Groom & All Groom's men	yes - complete
*Groom & Ring Bearer	yes - complete
*Groom & Mini groom	yes - complete
*Groom w/Parents	yes - complete
*Groom w/his siblings	yes - complete
*Mom pinning on boutonnieres	yes - complete
*Ushers Seating of parents/grandparents	yes - complete

During the Ceremony

*Flower Girl down aisle	yes - complete
*Ring Bearer down aisle	yes - complete
*Mini Bride/groom down aisle	yes - complete
*Couples down aisle	yes - complete
*Bride Dad down aisle	yes - complete
*Bride being given to groom by dad	yes - complete
*Bride/Groom exchange of vows	yes - complete
*Bride/Groom ring exchange	yes - complete
*Bride/Groom Lighting Unity Candle	yes - complete
*Any Singers/Readers	yes - complete
*Brides maids witnessing ceremony	yes - complete
*Grooms men witnessing ceremony	yes - complete
*Mini Bride/Groom witnessing ceremony	yes - complete
*Brides Mom, Dad & Grandparents witnessing ceremony	yes - complete
*Bride & Groom first kiss	yes - complete

Formal Portraits after Ceremony

*Bride/Groom w/Pastor	yes - complete
*Bride/Groom Best man/Maid of Honor license signing	yes - complete
*Bride/Groom w/her grandparents	yes - complete
*Bride/Groom w/his grandparents	yes - complete
*Bride/Groom w/her parents (with siblings?)	yes - complete
*Bride/Groom w/his parents (with siblings?)	yes - complete
*Bride/Groom w/Best Man & Maid of Honor	yes - complete
*Bride/Groom w/mini bride/groom	yes - complete
*mini bride and groom	yes - complete
*Bride w/Brides maids	yes - complete
*Bride w/mini bride	yes - complete
*Bride full body w/flowers on train	yes - complete
*Bride full body with train	yes - complete
*Bride close up with flower	yes - complete
*Bride w/groom in background	yes - complete
*Bride/Groom w/wedding party in background	yes - complete
*Groom on one knee holding brides hand	yes - complete
*Close up of bride/grooms hands w/rings	yes - complete
*Full Body of Groom & Bride	yes - complete
*Close up of Groom & Bride	yes - complete
*Bridal Party Coupled up	yes - complete
*Bridal party w/Bride/Groom	yes - complete
*Bride & Brides maids showing some leg	yes - complete

Dinner & Reception

*Picture of Cake	yes - complete
*Bride/Groom cutting cake	yes - complete
*Bride/Groom toasting each other	yes - complete
*Best Man/Maid of Honor Speech	yes - complete
*Bride/Groom first dance	yes - complete
*Groom/Mom dance	yes - complete
*Bride/Dad dance	yes - complete
*Tossing of Garter	yes - complete
*Tossing of Bouquet	yes - complete
*Grand March	yes - complete

Print/Sign Name: _____

Date: this _____ day of _____ 20_____