

This agreement contains the entire understanding between Kevin West Design & Photography (herein referred to as "KWD&P" and/or "photographer") and the above mentioned Client, superseding all prior and simultaneous agreements between the parties in both verbal and written communication.

RESERVATION FEE: A signed contract and reservation fee are required to reserve the specified coverage (herein referred to as "Event"). Failure to provide a reservation fee nulls and voids this contract. Financial terms are provided on previous page. All reservation fees are nonrefundable in the event of a cancellation or date change by the client for any reason. In the event of cancellation, the reservation fee paid by Client is non-refundable. If a date change is required, the new date must be agreed upon by both parties and a new Agreement must be drafted & signed. If the new date is problematic or has conflict, the reservation fee will NOT be refunded and Agreement will be null & void.

FINAL PAYMENT: Final payment or remaining balance is due 2 weeks prior to Event.

LIMITS OF LIABILITY: It is understood that in the unlikely event that the photographer is injured or becomes too ill to photograph the Event, and a suitable replacement is not found, responsibility and liability is limited to return all payments received for the Event. KWD&P takes the utmost care and respect to the delivered product. However, if the digital negatives/CD/photographs have been lost, stolen, or destroyed for reasons beyond KWD&P control, liability is limited to the return of all payments received for the Event.

CAPTURING THE MOMENT: The photographer(s) will attempt to capture every moment during the Event. However, photographing any specific moment is not guaranteed and photographer will not be responsible for any missed moments. The Client may present photographer with a list of suggested photos, but photographer is unable to guarantee that those suggested photos, or any image will be captured. KWD&P will provide as many digital negatives as possible to the Client. However, it is understood that by capturing the moment means there will be digital "waste". This refers to images that are deemed unworthy for viewing and is up to the discretion of the photographer to determine what is and is not "waste". Client will be provided all images the photographer wishes to release.

DIGITAL COPYRIGHTS, ARTISTIC PROPERTY: Final payment for services rendered determines the release of the digital negatives of the Event to the Client. Images may not be sold, reproduced, or published in any manner without the explicit written permission. Again, Client will be provided all images the photographer wishes to release. Upon final payment by the Client:

- Digital negatives become the property of the Client for their personal use only. Images may be purchased from photographer's website by friends, family members & guests. Images may be used on personal & social web sites. An acknowledgement and "tag" to the Photographer is requested and appreciated.
- All rights to images created will remain with the photographer. KWD&P reserves the right to display any photographs made in conjunction with Event as samples of work for the purposes of window and showroom exhibit, advertising, promotion on the Internet, publication, instruction and professional competition.

OBTAINING MEDIA: After Event, Client will be notified when digital images are available for viewing on photographer's website no more than 2 weeks after Event. The website is used for Client, family members, friends & guests to view images & purchase Prints only. Each image will be watermarked by the KWD&P logo to avoid reproduction. This watermark is removed when Prints are ordered.

The following options are available for obtaining digital negatives:

OPTION 1: (Recommended) When digital negatives are available, photographer will notify Client that they are ready to download. It is Client's responsibility to create 1 CD of digital negatives for personal use.

OPTION 2: A CD of digital negatives will be prepared and shipped to Client by photographer, provided no more than 6 weeks after Event.

**AFTER THIS PROCESS IS COMPLETE AND SAID OBLIGATIONS HAVE BEEN FULFILLED,
KWD&P HAS NO FURTHER OBLIGATIONS IN RETAINING DIGITAL IMAGES.**

By signing this contract, the photographer and the clients agree to all terms & conditions stated in said contract. Digital signing accepted.

Photographer _____ **Date** _____

Client _____ **Date** _____