

My Shaadi Story Photography Contract

This AGREEMENT is entered into as of the _____ between

- (a) Sudhir Nair of My Shaadi Story located at CD Signature, Margao, Goa. India.
(Hereinafter referred to as the Photographer); and
- (b) _____ located at
_____ (hereinafter referred to collectively as the Client)
whose wedding shall take place in _____.

With respect to the creation of certain images and video footage (hereinafter referred to as the Images):

A. WHEREAS, Photographer is a professional photographer of good standing;

B. WHEREAS, Client wishes the Photographer to create the Images described more fully herein; and

C. WHEREAS, Photographer wishes to create such Images pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

Description: The Photographer agrees to create the Images in accordance with the following specifications:

Title and Description of Event: _____

Date of Events/ Wedding Day: _____

Client acknowledges that the photographer is a documentary and candid photographer and adheres to the said style. Client acknowledges that the photographer is using their artistic discretion to create photographs as the photographer sees fit. Photographer will be present on

Wedding day for no less than 8 hours and a maximum up to 10 hrs, and it is up to the photographer when enough images have been captured; Also, no coverage will be provided of food service, eating areas, and people/guest/clients having food unless requested otherwise by the client.

Use of Images: Images are strictly produced for the client's private home use only. Photographer hereby grants to the Client the following exclusive rights to use the Images for use as personal demo, for the product or publication named in paragraph 1.

- (a) These rights shall be worldwide, in all media and for the full life of the copyright. The Client is obtaining digital images for personal use only including non-commercial web sites, and shall not sell said images or generate income from them in any form. If any of the Photographer's images are published (on the web or any other media), proper photo credit of Photo Film by My Shaadi Story is required. If Client is obtaining a print for newspaper announcement of the wedding, the Photographer



authorizes Client to reproduce the print in the above manner. The Photographer shall retain the rights to use the images for publicity purpose in internet website or social media websites

Fees: Client agrees to pay the fee of Rs _____ in words

_____ in the _____ payment mode.

Accommodation (minimum 3 star), in city transfers and food for the team will be provided by the client.

Payment Terms: A deposit of amount Rs. _____ INR for booking the date by _____ (Date & Time) and Remaining Rs. _____ INR on our arrival in _____ (payment mode) before starting the coverage.

Delivery Timelines:

- (a) Highlight video of 3 to 6 mins will be delivered within 4 weeks. Processed digital photos if applicable and videos to be handed over anywhere within eight weeks to twelve weeks from the date of the final payment. Wedding album will be delivered within 30 days of receiving the selected images.
- (b) Deliverables in case of videography wherever applicable:
All raw footage will be provided on an external Hard drive (external hard drive to be provided by the client strictly on day. My Shaadi Story under no circumstances shall take the responsibility of purchasing the hard disk and mailing it to the client. Drive Upload/ Flash Drive or full HD footage of all Edits. (Any one output format will be given, different formats will be chargeable). 4 to 6 min highlight film in full HD and elaborate videos function wise.
- (c) Deliverables in case of Photography wherever applicable:
- (d) All RAW images on your hard drive.
- (e) Drive Upload/ Flash Drive of Shortlisted processed images (500 pictures per day, depending on opportunity to shoot) 2 wedding albums of 250 pictures each. The albums will be couriered to the mentioned client's address at My Shaadi Story's cost. In case the albums need to be shipped internationally the applicable cost will be borne by the client.

Termination of Contract:

- (a) In the event of a termination of this Agreement by the Client, the Client agrees that all fees already paid to the Photographer as of the date the notice of termination is received by the Photographer will be forfeited. Termination by the Client shall be in writing and sent by registered mail or email to the Photographer.
- (b) **Liability:** The Photographer and any of his agents or third-party associates will not be liable in the unlikely event that a problem arises, whether due to accident, loss of materials, acts of God, equipment or other failures. The Photographer is not responsible for loss of, or interference with, the photography due to restrictions on the location, including but not limited to, interference from surrounding devices, access limitations, flash restrictions, and the like. This limitation on liability shall also apply



in the event that photographic materials are damaged in processing (film and digital), lost through camera malfunction, lost in the mail, fire or otherwise lost or damaged without fault on the part of the Photographer. Client understands the unpredictable and non-posed nature of photojournalism (assumption of risk) and waives any right to any civil action due to missed or lost photographs (including but not limited to unintentional infliction of emotional distress and negligence). In the event the Photographer fails to perform for any other reason, the Photographers liability is limited solely to the return of all payments received from the Client under this Agreement.

- (c) **Warranty and Indemnity:** The Photographer warrants and represents that he is the sole creator of the Images and owns all rights granted under this Agreement, that the Images are an original creation (except for materials obtained with the written permission of others or materials from the public domain), that the Images do not infringe any other person's copyrights or rights of literary property, nor do they violate the rights of privacy of, or libel, other persons. The Client agrees to indemnify and hold harmless the Photographer against any claims, judgments, court costs, attorneys' fees, and other expenses arising from any alleged or actual breach of this warranty.
- (d) **Assignment:** The Photographer shall have the right to assign monies due to him or her under the terms of this Agreement, but shall not make any other assignments hereunder.
- (e) **Permissions to Photograph:** It is the sole responsibility of the Client to secure permission of the church, synagogue, temples or other venue of the wedding for the Photographer to photograph the ceremony/event. The Client shall insure the placement of the bridal party, the officiant (s) and the altar decorations so as to not obscure the view of the bride and groom. The Photographer will abide by the rules of the church/synagogue/temple in regards to camera placement at the ceremony. Many private venues/businesses are charging a photography permit fee. The client is responsible for the payment of such, fee. In the event clients fail or refuse to pay for any such permit fee despite having been informed by the Photographer that such fee is required, client is responsible for any and all related costs or fines if applicable.
- (f) **Artificial Lighting:** The Photographer makes no guarantee, either expressed or implied, in regard to the quality of the Images, if the artificial lighting provided by the clients at the venue is unsuitable for photography or filming. It is strongly advised by the Photographer to avoid any use of colour LED lighting or any other form of colour or flickering lighting in the ambient areas, sitting areas or performance areas for the wedding. Colour lighting if any should be restricted to the peripheral decorations only. Bright and even lighting should be provided in all ceremony and guest areas.
- (g) **Final Product:** It is also understood that the Client is hiring the Photographer for his technical and artistic expertise and, therefore, the Photographer reserves the right to edit the Images as he sees fit. The Photographer does not guarantee that everyone involved in the event will be photographed or will be included in the final video.
- (h) **Photographer Substitution:** The Photographer may substitute another photographer to take the photographs in the event of Photographer's illness or circumstances beyond his control. In the event of such substitution, Photographer warrants that the photographer taking the photographs shall be a competent professional.
- (i) **Exclusive Photographer:** The Photographer and videographer shall be the exclusive retained by the Client for the purpose of documenting the wedding and other



contracted event(s). Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere (standing in front of or behind the photographer), with the Photographer's. It is most preferred when all guests are requested not to photograph the wedding.

- (j) Coordinator: Due to the nature of typical wedding day and varieties of events taking place in several locations, the photographer will frequently move, change and secure his equipment throughout the day. It is likely that the photographer is not in the proximity as the couple, therefore, is not aware what is about to be taken place. It is the responsible of the wedding coordinator/planner to inform the photographer when the next major event is about to take place. For example, starting of ceremony, first dance, cake cutting, toss of bouquet etc. In addition, designated person shall be responsible in organizing and tracking all posed photos that are required. The photographer is there to take photos of all groups in front of him but cannot be responsible in organizing and tracking all the groups.
- (k) Electricity outlet and place for equipment: 5amps/220-230 volts have to be provided at reception ceremony location along with a 4x2-table to setup our audio recording devices and laptops.
- (l) Audio Systems/ microphones etc.: It is most advisable to use collar or lapel microphone (for bride/groom/priest) for the church ceremony, as the wired microphones cause visual interference while shooting. Also, the audio/sound in charge at the church and reception has to keep provisions for direct audio input into our audio recording devices.
- (m) F&B for the entire crew: It is understood that client will be courteous enough to provide food and beverages to the entire team. We do not accept any assignments where the client has difficulty in providing food and beverages to the Teams at the venue.
- (n) Flexibility with timings: The photographer is flexible with timings as regards to ceremonies. All ceremonies will be covered till the end.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Sudhir Nair
Founder & MD
My Shaadi Story

Signature:

Name of the Client:
Address:
Phone Number:
Alternate Phone Number:

Signature:

