

ELVIS & CO LIMITED

Contract for wedding services & production agreement.

This Agreement is made between the contracting Client ("**Client** ") , and ("**Producer** ").

Producer hereby agrees to produce and deliver to the Client the production of the below referenced media(s) ("Specified Media(s)"), subject to and in accordance with all terms, conditions, and specifications set forth herein. This agreement contains the entire understanding between the Client and Producer. This agreement contains the entire understanding between the Client and Producer regarding all photography and videography packages, and any items hired, with any other media specific packages provided by the Producer.

Specified Media(s): The Wedding Photography / Videography Package

Note, it is understood the agreement extends from the agreed time of bridal preparation on the wedding day, until the agreed time of the first dance at the wedding reception.

1.Payment: A 30% deposit is required to secure the Wedding date. The Client understands the deposit is non-refundable in all circumstances, except from any payments made will be refunded if the producer is unable to attend the wedding and is also unable to source alternative suppliers. The Client understands final payment for the project is required within 60 days of the Wedding date. The Clients understand the final payment in non-refundable in all circumstances. **2.Ownership:** The Producer owns all rights, title and interest in and to the media(s) that are the subject of this Agreement, including all copyrights therein. The Producer grants the Client the right to personal use of the specified media(s) only. The Client gives the Producer the rights and permissions to use the Media for any promotional and marketing purposes. The producer agrees to contact the client in advance for any non social media use, for example print media **3.Media Content:** The Client acknowledges that the Producer has full creative direction. The Clients agree to accept the package in the quality and artistic state that the Producer believes to be correct. The Client understands that the time and length of any video footage can vary greatly, and there is no set length for any footage included in the package. The Producer is not liable quality of all images and video footage – this

includes also, the creative direction the Producer has chosen for the specified media(s) i.e. audio and footage choices. The Client accepts all creative and artistic choices made by the Producer. Regarding Photography, the client agrees and understands that there cannot be a definite set amount of images to be taken, only an estimate. The estimate for images is outlined in any email correspondence, however the client agrees this number can vary considerably and it is at the Producers discretion how many images will be delivered to the client.

4. **Co-operation:** The Client understands the Producer requires the co-operation of the Client, Registrar, Venue, and guests to fulfill the contract. The Producer is not liable for any of the above listed not co-operating. The Producer must be informed of key events before the Wedding day. The Producer cannot be held liable for any footage not recorded on the day. The Producer will use his discretion if co-operation is not provided. If the Client does not co-operate on the before, during, or after the Wedding date, the Producer cannot be held liable for any un-recorded footage. The Clients give precedence to the Producer over the guests in order to complete the agreement therein. The Producer cannot be held liable for the actions of the Client, guests, staff, venue, registrars, ministers, management and all other persons, affecting the Specified Media(s).

5. **Consultation:** This agreement contains the entire understanding between the Client and Producer. All email, telephone and other forms of communication correspondence are not applicable in the event of a dispute over the specified Media(s).

6. **Delivery of Media :** The Producer is not liable for any damage during the delivery of the specified media(s). All deliveries will be insured and the producer is held responsible to keep safe all related media until confirmation from the client is given of successful delivery, this includes digital delivery of downloadable media.

7. **Working Hours:** The Producer is only expected to work between the agreed bridal preparation time and first dance time at the reception, unless stated otherwise in writing by the producer. The Producer cannot be held liable for anything beyond the set times. The producer cannot be held liable for any missing specified media due to event time changes.

8. **Proofing:** The Producer is not liable for the contents of the specified media(s) once it has been sent for delivery. The Producer will check the storage device is in full working condition before delivery, and cannot be held responsible from the point of delivery. Any signed for delivery must be requested in advance. The Production is not under any condition obligated to supply a second copy of the items in the event of loss or damage.

9. **Storage :** The Producer is not required to backup the specified media(s) i.e. onto an external hard drive. Once the specified media(s) have been sent for delivery, the Producer is not liable nor obligated to provide further media(s).

10. **Guest Video Messages:** The producer is not liable for any guests who do not cooperate with the Guest Video Messages. The Clients acknowledge and understand that the

Producer is not liable for any messages that have not been recorded. Further to this, the clients understand that the Producer is not liable for any guests not recorded or photographed, nor obligated to film/ photograph guests, or any other persons in particular on the wedding date. The client understands that not all guests will be featured on the specified media(s). The Producer is not liable, under any circumstances, for any items/persons, not being on the specified media(s). **Equipment:** The Producer cannot be held responsible, and is not liable, for any equipment failure. "Equipment" refers to all technology involved in supplying the specified media(s). This includes, but is not limited to: transport, delivery methods, camera and audio equipment, storage equipment. The Producer is not liable for any loss, damage, missing footage to the specified media(s) due to equipment failure. No monetary compensation can be sought due to the above mentioned equipment failure. It is the producers responsibility that the equipment has been maintained correctly. **Act of God:** The Producer is not responsible, or held liable, for any events outside of the Producers control. This includes, but is not limited to, all damage or loss of equipment, transportation failure, tardiness, weather, lighting, audio quality and the illness of the Producer or the Producers family members becoming ill leading to the cancelation of the Wedding Date and the specified media(s) intended to be carried out **Liability:** The Producer is not liable, and cannot be held responsible for the failure to complete the package agreed upon here within. The Producer cannot be held liable in the event of illness, equipment failure, theft, weather, all events beyond control, and all other circumstances that can prevent the delivery of the package outlined. The Producer cannot be held liable, nor obligated to change the contents of the specified media(s) due to the Clients opinion. The Producer has full creative and artistic license, and it is ultimately the Producers opinion on the Specified media(s) that is final. No monetary compensation can be sought for or obtained in all circumstances, with exemption of the event that the Producer is unable to attend on the wedding date agreed, the producer will attempt to source alternative suppliers to cover, photo and video products. In the failure of replacement services, full amount paid including deposit will be refunded to the client stated on this license. If the producer is unable to attend and is also unable to source alternative suppliers then full amount paid will be refunded. **Quality:** The Producer cannot be held liable for the quality of the video and audio files. The Clients acknowledge the Producer is constrained by the Audio (e.g. Microphones, Sound systems, Acoustics, Environment) of all venues and cannot be held liable for poor quality in audio files. The video and image quality can vary, and the client understands that the Producer is not obligated to provide a set standard, and is not liable for any missing footage or images in all circumstances. **Photography :** The terms and conditions, and all understandings in this agreement are applicable to all

packages (Both photography & Video) provided by the Producer
Indemnification: Client agrees to indemnify, defend, and hold harmless Producer and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation in this Agreement. Client shall indemnify Producer against all claims and expenses arising from uses for which the client does not have rights to or authority to use. The client will be responsible for payment of any special licensing or royalty fees resulting from the unauthorised use of graphics, music, video, film, photography, design, animation, and branded content. The Client has understood the contents of this contract and agrees to the terms therein.

Client:

Name:

Signature: Date:

Client Address:

Clients Witness:

Name: Signature:

Date:

Witness Address:

Producer:

Name:

Date:

Signature: