



AGREEMENT

This AGREEMENT is entered between Mountain Top Motion Pictures located at Mark-Heritage, D-1, Murida, Fatorda, Margao-Goa (hereinafter referred to as the “Service Provider”); and

(Bride Name) _____ residing at
(Address) _____ to be contacted at (Mobile No.)

(Groom Name) _____ residing at
(Address) _____ to be contacted at (Mobile No.)
_____ (hereinafter referred to collectively as the “Client”).

With respect to the creation of certain Photographs and/or Documentary Video (hereinafter referred to as the “Images”) the Client wishes the Service Provider to create as per the agreement below:

1. Description: The Service Provider agrees to create the Images in accordance with the following specifications:

a. Title and description of Event: _____

b. Date(s) of Event: _____ and any change in date and Schedule must be informed to the Service provider at least 45 days before the event date. In case of change of dates, the client agrees to the revised fees as decided by the Service Provider

c. Type of Project: Photographs / Documentary Video / Both

2. Selection of package and change in package: The Client/s shall finalise and select from among the packages provided by the Service Provider and change in package should be made within a period of 15 days from the signing of this Agreement.

3. Use of Images: The Images are strictly produced for the Client’s private home use only and the client shall not sell said images or generate income from them in any form. The Service Provider hereby grants to the Client the rights to use the images for personal demo and use only including non-commercial web sites, social media, these rights shall be worldwide, in all media and for the full life of the copyright. If any of the Service Provider's images are published (on the web or any other media) by the client, proper credit of “**Photo|Video by Mountain Top Motion Pictures**” is required. The Client hereby assigns the Service Provider the irrevocable and unrestricted right to use the images for publicity purpose, and not limited to internet website or social media websites, editorials etc and shall include editorial, advertising, educational etc, in any manner and medium and to copyright the same without restrictions and such use shall not be subject to the client’s consent.

4. Fees and Payment Terms: The Service Provider shall charge a fee of Rs. _____ to the Client for the services in the creation of Images for the Event including the usage rights granted denominated in Indian Rupees only. **The Client would require paying a minimum of Rs. 20,000/- (Rupees Twenty Thousand only) for photo and 20,000/- (Rupees twenty thousand) for video of the agreed amount as Advance to the Service Provider for booking the date. The balance amount shall be payable at least 05 days before the Event.** Acceptable forms of payment include cash, personal cheques and bank transfers. The Advance paid to the service provider is **NON-REFUNDABLE** in case of termination of contract.

5. Deliverables and Delivery Timelines:

5.1 Highlight Video: The Service Provider agrees to provide a 3-9 minute video showing highlights of the event and a copy of the 15 preliminary Photographs of the Event pictures within 60 days (Sixty days) from the final day of the Event. The client shall however not be entitled to request any changes to the Highlight Video or the photographs.

5.2 SELECTION OF PHOTOGRAPHS: The Service Provider shall, within a period of 170 – 190 days from the final day of the Event, provide the Client on **PEN DRIVE OR GOOGLE DRIVE** around 500 to 1500 edited Images, of which the Client shall select a maximum total of 250 pictures and forward the same to the Service Provider within a period of 40 days failing which, the Service provider shall be under no further liability for the performance of this agreement and for which there shall be no claim, monetary or otherwise raised by the client against the Service Provider. **Raw Images of the Event shall not be provided by the Service Provider.** All additional photographs in excess of the said maximum total of 250 photographs shall be chargeable as extra, which charges shall include designing and printing. In the event of the inability of the service provider to hand over the Images within the said period, there shall be a reasonably extended period availed by the Service Provider to hand over the images to the client. In the interim, it is requested that the Client do not repeatedly enquire about the Images with the Service Provider.

5.3 CHANGES TO THE ALBUM, DELIVERY OF ALBUM AND DAMAGES TO ALBUM :

Upon the receipt of the selected images/photographs from the client, request for additional photographs and or changes to album shall be made within 5 days after which there will be no change/s in/to the album. The Album of photography would be handed over to the Client by the Service Provider within 60 to 80 days from the Client providing the selected pictures. In the event of any damage in the print owing to technical defect, the Service provider shall reprint the album. Technical printing defects to the album if any, should be notified to the Service Provider within 7 days from the delivery of the album to the Client. Any damage to the album caused by the client shall not qualify as a defect.

5.4 DOCUMENTARY VIDEO OF 45 MINUTES TO 1 HOUR OR TRADITIONAL VIDEO OF 1 HOUR UP TO 2 HOURS.

The Service Provider shall in keeping with the same timeframe set out in clause 5.2 hereinabove, provide the Client with a documentary video of 45 minutes to 1 hour or traditional video of 1 hour up to 2 hours. In case the event is in excess of one day, the Service Provider shall provide the Client with a 30 minutes video of each day of the Event, depending on opportunity to shoot.

6. ARTISTIC DISCRETION: Client acknowledges that the Service Provider is a “Documentary and Candid Wedding Photographer/Videographer” and adheres to the said style. It is also understood that the Client upon verifying the work and reputation is hiring the Service Provider for his technical and artistic expertise. The Service Provider reserves the right to edit and create the Images as the Service Provider sees/deems fit. The Service Provider does not guarantee that everyone involved in the event will be photographed/video graphed or will be included in the final Images. Corrections or revision requested after two weeks will be chargeable. **No request for Photoshop will be entertained.** Editing is limited to colour correction only. The album will be designed by the Service Provider as seen fit from among the pictures selected by the Client.

7. Liability: The Service Provider and any of his Team Members or Third-party Associates will not be liable for loss of materials/data, acts of god, equipment or other failures etc. The Service Provider is not responsible for loss of, or interference with, the coverage due to restrictions on the location, including but not limited to, interference from surrounding devices, access limitations, unsuitable lighting restrictions, and the like. This limitation on liability shall also apply in the event that digital data and related materials are damaged in storage or transport, lost through camera malfunction, lost in the mail, fire or otherwise lost or damaged without fault on the part of the Service Provider. The 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 images or digital data (including but not limited to unintentional infliction of emotional distress and negligence). In the event the Service Provider fails to perform for any other reason, the Service Provider’s liability is limited solely to the return of payment received from the Client under this Agreement.

8. Permissions to Photograph: It is the sole responsibility of the Client to secure permission of the church, synagogue, temples or other venue of the Event for the Service Provider to photograph/videograph the Event and any fees payable in respect thereof shall be borne by the client. The Client shall ensure the placement of the people (eg. bridal party, the officiants) and the decorations so as to not obscure the view of the subject (e.g. bride and groom). The Service Provider will abide by the rules of the church/synagogue/temple in regards to camera placement during the ceremony. **The service provider shall not be held liable or responsible if the photography/videography is not permitted for want of payment of fees which is the responsibility of the client.**

9. Artificial Lighting: The Service Provider 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/videography. It is strongly advised by the Service Provider to avoid any use of colored, LED, flashing, mono colored(red/green/blue/pink etc) mood lighting or any other form of colored or flickering lighting in the areas of coverage (sitting areas or performance areas for the Event). Colored lighting if any should be restricted to the peripheral decorations only. Bright and even lighting should be provided in all important coverage areas. The Service Provider does not use any flood lights or flashes coverage will be stopped if the lighting is unsuitable for photography/videography or any kind of “Laser lights” are used, as Laser lights are harmful for camera sensors.

10. RESPONSIBILITY: The Service Provider is not responsible for compromised coverage due to causes beyond its control including but not limited to obtrusive guests. The Service Provider is not responsible for the backgrounds and lighting conditions which may negatively impact or restrict the photo coverage. The Service Provider shall not be held liable for missed coverage of any part of the Event/s. The Service Provider shall not be held accountable for failure to deliver images of any individuals or any objects at the Event/s.

11. Photographer Substitution: The Service Provider may substitute the main cameraman with another to take the photographs/videos in the event of main cameraman's illness or circumstances beyond the Service Providers control. In the event of such substitution, the Service Provider warrants that the cameraman taking the photographs/videos shall be a competent professional.

12. Coordinator: Due to the nature of a typical Event day(s) and varieties of events taking place in several locations, the cameraman will frequently move, change and secure his equipment throughout the day. A designated person shall be appointed by the Client termed Coordinator responsible in organizing and tracking the Event. **As the service provider may not know the flow of events, the client shall ensure a coordinator with the service provider to ensure the cameraman is in proximity to the subject.** It is likely that the cameraman is not in the proximity as the subject, therefore, is not aware what is about to take place. **It is the responsibility of the Coordinator to inform the cameraman when the next major event is about to take place** (For example, starting of ceremony, first dance, cake cutting, and toss of bouquet...etc.). Coordinator shall be responsible in organizing and tracking all posed images that are required for the Event. The cameraman of the Service Provider is there to take images of all groups in front of him but shall not be responsible in organizing and tracking all the groups.

13. Electricity outlet and Space for equipment: The Client shall make arrangements for a 5 Amps/220-230 Volts power outlet to be provided at the Event location along with a 4'x2'-table to setup audio recording devices and laptops.

14. Audio Systems/ microphones etc.: It is most advisable to use collar or lapel microphone by the subject (bride/groom/priest) at the location of the Event, as the wired microphones cause visual interference while shooting.

15. Indemnity: The Client shall ensure that there shall be no interference from any person whosoever with the crew and equipment of the Service provider before, during or after the event. All communication to be made shall be carried out with the undersigned alone. Any losses/damages to the equipment/s suffered as a result of any such interference shall be borne and reimbursed by the client.

16. SAFETY: The Service Provider reserves the right to terminate the coverage and leave the location of the event/s if the photographers of the Service Provider experience inappropriate, threatening, hostile and offensive behaviours from persons at the event or in the event of threat to the service providers safety.

17. Termination of Contract: In the event of a termination of this Agreement by the Client, the Client agrees that the Advance already paid to the Service Provider as of the date the notice of termination will be forfeited. Termination by the Client shall be in writing and sent by registered post or email to the Service Provider. In the event of the termination being by the service provider, the advance amount shall be refunded free of any interest.

18. Dispute: Any dispute arising under this Contract shall be referred to a Sole Arbitrator to be appointed by the Service Provider with the seat of arbitration being at Margao, Salcete, Goa.

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

SERVICE PROVIDER:

CLIENT:

Signature
For Mountain Top Motion Pictures

BRIDE Signature

GROOM Signature

DATED: _____

(All pages to be signed)