

# PHOTO, VIDEO & PHOTO BOOTH CONTRACT AGREEMENT

## COVENANT PICTURES

7710 Cherry Park Dr., Ste T505, Houston, TX 77095  
www.covenantpictures.com | (832) 951-0278

This agreement ("Agreement") constitutes a binding contract for photography, videography and/or photobooth services and/or products.

By signing this Agreement, the clients, identified on page one of this Agreement (collectively referred to below as "Client")' agrees to pay COVENANT PICTURES for the services and/or products provided by COVENANT PICTURES at the price set forth on page one of the Agreement.

EVENT DATE : _____											
CEREMONY VENUE : _____		CITY : _____									
RECEPTION VENUE : _____		CITY : _____									
FULL NAME : _____		FULL NAME : _____									
CELL NUMBER : _____		CELL NUMBER : _____									
EMAIL ADDRESS : _____		EMAIL ADDRESS : _____									
<p>UP TO _____ HR PHOTOGRAPHY COVERAGE</p> <p><input type="checkbox"/> 2 <input type="checkbox"/> 1 PHOTOGRAPHER(S)</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO ENGAGEMENT SESSION</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO 16 X 24 PHOTO CANVAS PRINT _____ PC</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO 10 X 10 PHOTO COVER ALBUM _____ PC</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO BRIDAL SESSION</p> <p><input type="checkbox"/> RAW &amp; EDITED FILES <input type="checkbox"/> EDITED PHOTOS ONLY</p> <p><i>INCLUDES: FULL PRINT &amp; COPYRIGHT RELEASE (FOR PERSONAL USE), QUICK TURNAROUND TIME (2-4 WEEKS), FREE TRAVEL FEE ALL OVER TEXAS, GETTING READY, CEREMONY, AND RECEPTION COVERAGE</i></p>		<p>UP TO _____ HR VIDEOGRAPHY COVERAGE</p> <p>UP TO _____ CAMERA ANGLE(S)</p> <p><input type="checkbox"/> 1 <input type="checkbox"/> 2 VIDEOGRAPHER(S)</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO DRONE / AERIAL</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO HIGHLIGHT VIDEO (3-5 MINS)</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO DOCUMENTARY VIDEO (UP TO 60 MINS)</p> <p><input type="checkbox"/> RAW &amp; EDITED FILES <input type="checkbox"/> EDITED PHOTOS ONLY</p> <p><i>INCLUDES: FULL PRINT &amp; COPYRIGHT RELEASE (FOR PERSONAL USE), QUICK TURNAROUND TIME (2-4 WEEKS), FREE TRAVEL FEE ALL OVER TEXAS, GETTING READY, CEREMONY, AND RECEPTION COVERAGE</i></p>									
<p>_____ HR PHOTO BOOTH COVERAGE</p> <p><input type="checkbox"/> OPEN AIR BOOTH <input type="checkbox"/> VIRTUAL BOOTH</p> <p><input type="checkbox"/> 2 COPIES OF 2X6 PRINTS <input type="checkbox"/> 1 COPY OF 4X6 PRINTS</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO FILES / SOFT COPIES</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO PHOTO BOOTH SCRAPBOOK ALBUM</p>		<p><input type="checkbox"/> YES <input type="checkbox"/> NO CEREMONY LIVE STREAM COVERAGE <i>COVERAGE: FROM CEREMONY START UNTIL CEREMONY ENDS</i></p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO RECEPTION LIVE STREAM COVERAGE <i>COVERAGES: GRAND ENTRANCE, FIRST DANCE, SPECIAL PERFORMANCES, SPEECHES, CAKE CUTTING &amp; BOUQUET TOSS.</i></p> <p>INTERNET PROVIDER: <input type="checkbox"/> VENUE / CLIENT <input type="checkbox"/> VENDOR</p>									
SUB TOTAL FEE : \$ _____		FIRST PAYMENT : \$ _____ DUE : ( _____ )									
TAX : \$ _____		SECOND PAYMENT : \$ _____ DUE : ( _____ )									
GRAND TOTAL : \$ _____		THIRD PAYMENT : \$ _____ DUE : ( _____ )									
		FOURTH PAYMENT : \$ _____ DUE : ( _____ )									
<p>By typing my name below and sign this agreement, I confirm that I have read, understand and agree to all terms and conditions of this agreement.</p> <table><tr><td>DATE :</td><td>DATE :</td><td>DATE :</td></tr><tr><td>SIGNATURE :</td><td>SIGNATURE :</td><td>SIGNATURE :</td></tr><tr><td>PRINT NAME :</td><td>PRINT NAME :</td><td>PRINT NAME :</td></tr></table>			DATE :	DATE :	DATE :	SIGNATURE :	SIGNATURE :	SIGNATURE :	PRINT NAME :	PRINT NAME :	PRINT NAME :
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PRINT NAME :	PRINT NAME :	PRINT NAME :									
NOTE: CLIENT PROVIDE 2TB HDD FOR RAW FILES OTHERWISE ONLY BE GIVEN EDITED FILES VIA ONLINE LINK.											



## **GENERAL TERMS & CONDITIONS**

**Agreement/Jurisdiction:** The person(s) whose signature(s) appear on this contract, known as “Client”, agree that COVENANT PICTURES, known as “VENDOR”, shall provide services to photograph and/or videograph their wedding and related events to the best of Vendor’s abilities, in the manner described in this document. This Contract Agreement incorporates the entire understanding of the parties. Any modifications of this Contract must be in writing and signed by both parties. Client agrees to act as a representative of all people photographed and video-recorded, and represents their agreement to these terms and conditions. This Agreement shall be governed by the substantive laws of the State of Texas, without regard to its conflicts of laws provisions. Any dispute under this Agreement that cannot be resolved by VENDOR and client after thirty (30) days of receipt of notice of the dispute shall first be submitted to a neutral mediator selected by VENDOR. In the event the mediator cannot resolve the dispute, the remaining issues in dispute may be submitted to the relevant court of the State of Texas in Houston, Texas. The state and federal courts of the State of Texas in Houston, Texas shall have exclusive jurisdiction over any such dispute and each party hereby irrevocably consents to the jurisdiction of such courts upon them and service of process by mail. Client assumes responsibility for all collection costs and legal fees incurred by VENDOR should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

**Retainer and Payment:** VENDOR agrees to photograph and/or videograph the event of the Client (hereinafter referred to as “the Event”) on (see Event Date on page 1) in exchange for (see Grand Total on page 1). Client shall reserve the time and date of services by signing and returning this contract along with a non refundable, non transferable first payment. No date is reserved until the contract and first payment are received. In the event Client fails to remit payment (max 30 days past due) as specified on page 1, VENDOR shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. No photography, videography, live stream and photo booth services will take place and no rights are granted until all payments are made. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be paid by Zelle, Venmo, Cashier’s Check or Bank Transfer. Late payment fees may apply. The fee is non refundable in case of cancellation or date change by client. On signing of this Agreement by both parties hereby, VENDOR will reserve the time agreed upon and will not make another reservation for the specific time frame for assigned photographer(s) and/or videographer(s). For this reason, all deposits are non-refundable even if the date changes or if the event is cancelled for any reason.

**Responsibilities:** Unless agreed upon in advance, VENDOR shall be the exclusive photographer, videographer, live stream and/or photo booth company retained for the event. VENDOR may bring one assistant at his discretion. It is understood and agreed that guests may take photographs and videos during the Event. Client’s family and guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with VENDOR’s team’s duties. VENDOR is not responsible for compromised coverage due to causes beyond our control such as other people’s camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. VENDOR is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography and/or videography coverage. Client agrees to confirm the schedule / timeline at least one week prior to the event. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a followup email for documentation. If email is sent, confirmation of receipt must be obtained.

**Creative License & Quality:** The client has critically reviewed samples of VENDOR’s work (photographs, videos, live stream and/or photo booth images) and hereby grants full editorial and production control to VENDOR regarding all aspects of the production and post-production services for the event. In the event a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master video recording, it is at the sole discretion of VENDOR as the exclusive producer of the event video recording. Images and videos may be edited at the VENDOR’s discretion, and delivered images and/or videos may not include all images and videos taken. VENDOR reserves the creative right to edit and release only those deemed professional in quality and within the VENDOR’s artistic standards.

**Permit & Licenses:** Client assumes all responsibilities for obtaining any necessary permission, clearance permits, etc., which may be required for VENDOR to work on each event, public or private. Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of, or inability to use, such camera positions. The client warrants that he/she has the legal rights to anything VENDOR will videotape, including photos, musical recordings, or any other materials delivered to VENDOR for inclusion in the clients video. The Client agrees to indemnify and hold VENDOR harmless for any loss, damage, or liability for infringement of any rights arising from the use or sale of tapes the client hires VENDOR to produce, edit, or duplicate.

**Indemnification:** Client agrees to, and understands the following: a) Client will indemnify VENDOR against any and all liability related to Client’s negligent actions during or after Client’s event. b) Client will indemnify VENDOR against any and all liability associated with the negligent use of pictures, videos, and/or photo booth images taken during the event, by its representatives, employees or affiliates at Client’s event.

**Cancellation:** The client reserves the right to terminate the contract for any reason at any time up to the date of the event. Should the client terminate the contract, all fees paid shall be nonrefundable. If an event is cancelled for any reason, all fees paid are forfeited.

**Date Changes:** Any request for a date change must be made in writing at least thirty (30) days in advance of the original event date. Change is subject to VENDOR’s availability and receipt of a new Agreement. In the event that Client reschedules the wedding and VENDOR is able to rebook the original wedding date, Client will receive credit for all monies already paid. If there is no availability for the alternate date, time or location, all the fees shall be forfeited and the event cancelled. The new package price will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding and VENDOR is not able to rebook the original wedding date, all the fees paid are not refundable.

**Digital Files:** VENDOR does not permanently archive image files. VENDOR is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read the online gallery provided. It is the Client’s responsibility to make sure that digital files are copied to new media as required. Client & Client’s heirs and assigns, shall have a non exclusive license to print and display these photographs and videos in perpetuity. Clients understood that any and all rights to proofs, final or sample prints, thereby shall remain the property of VENDOR and may be used for advertising, display or any other purpose thought proper by VENDOR.

**Guest’s Model, Property, or Releases:** VENDOR is not responsible for obtaining model, property, or releases in connection with any of the photographs, videos and/or photo booth images at Client’s event. Client claims all responsibility to obtaining such releases prior to publication of photographs taken at Client’s event.

**Inclement Weather Charge:** In the event of severe weather, including but not limiting, a blizzard, severe rainstorm or other unforeseeable events, VENDOR may make the decision that it’s unsafe to drive home, and hotel stay will be billed to the client.



**Model Release:** This contract serves as a model release giving VENDOR and its sister company the irrevocable right to use the photographs and videos in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes, with the exception of selling the photographs and videos in any commercial endeavor, including, but not limited to online advertising or stock imaging companies. VENDOR can grant use of the images to third parties and all compensation for use and credit for the images remain the property of VENDOR. Client waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

**Copyright:** VENDOR grants Client a nonexclusive, limited, perpetual license, copyrights for use of the images for the following purposes: (i) display the images, (ii) print the images, (iii) upload, email, display or electronically transfer images, (iv) make “derivative works” of the images or otherwise modify, (v) edit or manipulate the electronic files, (vi) copy the electronic files or printed images, (vii) publish the images on personal websites or social media websites, (viii) to reproduce the images provided for their personal use only and does not allow the photos to be sold or published. All photographs, videos, photo booth images taken by VENDOR are VENDOR’s property, will remain our property and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the images. Violators of this federal law will be subject to its civil and criminal penalties.

**Waiver Of Liability:** client expressly releases VENDOR, his/her/their employees and agents from all claims, damages, and liabilities that may result from accidents or incidents that occur during the portrait sessions and/or events described in this contract. This waiver of liability includes waiver of any claim that may be a result of negligence.

**Raw Files (Soft Copies) and Hard Drive:** If not included in the package, RAW photos and videos can be requested at an additional cost to be delivered in an external hard drive. Client will provide Hard Drive (Minimum Capacity: 2 TB) and has to be delivered to VENDOR’s address no later than 90 days before the Event Date. VENDOR will copy and mail the hard drive for no additional cost.

**Harassment:** Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by VENDOR shall be the responsibility of the Client. In the event, VENDOR or his employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the wedding or event; third offense: VENDOR will end wedding coverage immediately and leave the event, VENDOR shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold VENDOR harmless as a result of incomplete wedding or event photography, videography and/ or photo booth coverage.

**Meal & Break:** Client will provide beverages and one adequate meal to each and every VENDOR’s team on duty during this Event. To ensure VENDOR’s team will be able to continue working and not missing any important moments to capture during the event, Client will make sure that the VENDOR’s meal is served to VENDOR at the same time when Client is having their meal. Each shooter will take no more than one (1) 30-minute break and two (2) 15-minute breaks during the event.

**Liability & Unforeseen Circumstances Clause:** The photographer(s) and/or videographer(s) present on the day of the event will make his and/or her best effort to be present on the day of the Event and to successfully fulfill the terms of this contract. If the photographer(s) and/or videographer(s) is/are unable to perform any or all of the duties herein for any reason, including but not limited to, fire & transportation problems (such as roadblocks, floods, hurricane, and any other natural disaster), natural disaster & acts of God, accident, illness, or technical problems, any events beyond vendor’s control that interfere with vendor’s ability to hold up vendor’s end of the bargain, and if the photographer(s) and/or videographer(s) cannot provide another competent professional, all payment received by VENDOR are REFUNDABLE minus the value of the goods and/or services already performed and completed. CLIENT have options to get the payment back or reschedule the event coverage to another date with no additional cost to reschedule. VENDOR and its photographer(s) shall have no further liability with respect to this agreement. This also applies to any loss/damage of photographs and/or videos, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of VENDOR or failure to deliver photographs and/or videos for any reason. Client also agrees that an entire event cannot be replicated, reenacted or repeated for the purpose of a re-shoot.

**Failure To Perform:** Due to the limited and subjective nature of the event VENDOR cannot be held responsible for requested photographs and/or videos not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. VENDOR is not responsible for lost photo and/or video opportunities due to any kind of equipment malfunction, the lateness of the event people, or other principles. VENDOR is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location.

**Substitution:** VENDOR shall assign a photographer from its staff exclusively for Client's Event. If necessary, assistants to such photographers shall attend the Event. VENDOR reserves the right to change any initial assignment and substitute another staff photographer at any time due to illness or sudden event out of the control of both parties at no cost to the Client.

**Changes To Contract:** This service contract constitutes the entire contract between VENDOR and Client and supersedes any prior understanding or representation of any kind preceding the date of this contract. There are no promises, conditions, understandings or other agreements, neither oral or written, relating to the subject matter of the contract.

**Miscellaneous Terms:** If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between VENDOR and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to have any and all matters heard before a court of law unless VENDOR agrees to the contrary in writing signed by both parties.

**Contract Enforcement Fees:** Client assumes responsibility for any and all collection costs and legal fees incurred by VENDOR in the event that enforcement of this contract becomes necessary. All legal action shall take place in the state of Texas.

**Second Shooter:** If the second photographer/videographer is included in the package their service time is only up to 8 hours.

**VENDOR Starting Time:** on the day of the wedding, VENDOR will start at the same time when the bride is scheduled to be done with her Make up.

**All Sales Are Final:** Client understands and agrees that all sales and service fees are final.



**Expense Reimbursements:** Otherwise stated included in the package on page one, Client agrees to reimburse VENDOR for all reasonable expenses relating directly to the event itself, for example, parking fees, destination travel fees, accommodations, etc. VENDOR will bill the event client after the event. Both parties agree to discuss this thoroughly to avoid any surprises as to what will constitute an expense and VENDOR agrees to supply expense receipts if so requested.

**Pricing:** Services or merchandise not included in this initial contract will be sold at current price when an order is placed. All prices are subject to change at any time without notice.

**PHOTOGRAPHY TERMS & CONDITIONS**

**Product Delivery:** Within two (2) to four (4) weeks of the completion of the event, VENDOR will deliver to the client an average of 500-800 edited images (approximately 40-50 shots / hour) in high-resolution JPG format files through a Dropbox / Google Drive / online link. Delivery of prints/albums are to be scheduled on a later date. Please allow up to 3 weeks for delivery of prints after Client’s approval and 3-4 weeks after Client’s approval for all custom products such as albums and canvases.

**Album/Prints:** All print/album that includes in the package must be ordered/finalized within 6 months of web gallery or online proof posting. No order that includes in the package will be accepted after 6 months of online posting. Any additional other print orders accepted at any time.

**Editing Process & Online Gallery:** VENDOR will provide proofs with basic enhancements such as contrast, brightness, and white balance for photographic images. Online Galleries will be created within 2 to 6 months after the event date and will be online for only 12 months.

**Image Processing/Printing:** Unless agreed upon prior to any editing work, high resolution discs and/or proof sets may contain a mixture of color, black and white, and selective color images. Limited color correction and/or retouching are included at VENDOR’s discretion. Clients may request further changes for an additional charge. VENDOR is not responsible for any prints that are not ordered directly from VENDOR. For best results, clients with the high resolution files should order their prints through our studio or a reputable lab.

**Coverage:** VENDOR agrees to take approx. 120 or more photographs per hour during the Event, for a total of at least 960 photographs of the event and deliver at least 300 edited images. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Images determined by photographer(s) to be substandard or duplicated may be edited out. The photographer(s) will use his and/or her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to the Client.

**Products And Inherent Qualities:** VENDOR is not responsible or liable for the inherent qualities of Product(s), including fading, discoloration, or any other faults in manufacturing or normal wear and tear.

**Assignment:** We reserve the right to assign or subcontract any or all of the rights and obligations under these terms and conditions without your further consent to such assignment or sub-contract.

**Our Copyright Policy:** VENDOR operates a fair approach to copyright. All copyright vested in the media produced by VENDOR shall be assigned to CLIENT strictly subject to the following conditions:

- 1. Payment in full is received from CLIENT for all projects and all outstanding invoices;
- 2. CLIENT grants VENDOR a royalty free license to use all copyright in the media recorded by VENDOR for VENDOR’s own promotional purposes such as demos on VENDOR’s website or otherwise;
- 3. VENDOR’S enforcement of the above conditions is subject to VENDOR’s adherence to the Storage Policy as outlined below.

**Storage Policy:** All media produced by us on your behalf will be delivered to you as follows:

- 1. All footage will be captured and stored temporarily on VENDOR’s hard drives until delivered to the CLIENTS on completion of all payments.
- 2. Recorded footage will be provided free of charge, unedited and exactly as captured, on a 2-TB HARD-DRIVE to be provided by CLIENT on the event day as long as payment is made in full.
- 3. VENDOR will not provide any long-term storage unless otherwise requested and we reserve the right to charge a storage fee.

**VIDEOGRAPHY TERMS & CONDITIONS**

**Product Delivery:** Within two (2) to four (4) weeks of the completion of the event, VENDOR will deliver to the client an average of 3-5 minutes Wedding Video Trailer and up to 60 minutes Wedding Feature Video files through a Dropbox / Google Drive / online link.

**Same Day Edit:** In the event that the 3-5 minute “Same Day Edit” or SDE video is not delivered on the day of the event due to uncontrollable equipment failure or other accidents/catastrophes, VENDOR will deliver a 3-5 minute video highlight (online link) 35 days after the event plus the SDE’s fee reimbursement.

**Drones:** If drones is included in the package, Clients understand that we have to abide by all relevant statutes, rules, and regulations set forth by government, law enforcement, and regulatory agencies, including without limitation and as applicable the International Civil Aviation Organization (ICAO), the Civil Aviation Authority (UK CAA) and the Federal Aviation Administration (FAA). Clients understand that we need to comply with all flight limitations, which may include height limits, distance limits, and No-Fly Zones. t

**PHOTO BOOTH TERMS & CONDITIONS**

**Damage To Vendo's Photo Booth Equipment:** Client acknowledges responsibility for any damage(s) or loss to the VENDOR's Equipment caused by any misuse of the VENDOR's Equipment by Client or Client's guest(s). Client acknowledges VENDOR shall have the right to refuse service and leave the Event if a) Client or Client's guests misuse the Photo Booth equipment, take inappropriate photos or engage in unruly behavior towards VENDOR staff. b) If an event or area is deemed unsafe, dangerous, and harmful to the attendant: harassment from Client or Client’s guest(s).



**Pre-Production Ordering:** Client will work with the Design Team provided by Vendor to work on Creative Overlay. Event Details Form is required to be filled out 2 weeks prior to the Event Date at the latest, or else VENDOR will not guarantee a Design proof for Client and will reserve the right to decide final design at VENDOR's own discretion. If the Event is booked within 2 weeks of the Event Date, Client is expected to fill out Event Details Form within the same day, or else VENDOR will reserve the right to determine final design at VENDOR's own discretion. For any items that must be ordered requiring an outside 3rd party, such as printing custom backdrops, printing custom sleeves, and anything related to custom printing, Client is required to finalize design within 4 weeks of the Event Date. If Client does not finalize within 4 weeks of the Event Date, VENDOR will reserve the right to determine final design output at VENDOR's own discretion. If Client orders anything after this time period, Vendor will not be liable for the product arriving after Event Date.

**Access, Space & Power For Photo Booth:** Client will arrange for agreed and appropriate space for the Photo Booth at the event's venue. Space must be leveled and solid with safe working conditions. Client agrees to provide parking and access while in event attendance for Vendor's vehicle for appropriate loading and unloading area within 200 feet of Photo Booth area. Photo Booth is to remain in one area agreed by Client and Vendor prior to the event date. Photo Booth may be placed in an exterior location only if it is protected from weather. Client is responsible for providing power for the Photo Booth. The Photo Booth requires a 110V, 10 amps, 3 prong outlet from a reliable power source within 20 feet (along a wall) of the location of operation. The circuit must be free of all other connected loads.

**Miscellaneous Photo Booth Terms:** In the event VENDOR is unable to supply a working Photo Booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If no service is received, VENDOR's maximum liability will be the return of all payments received from Client for the photobooth services. If the photobooth is a bonus, then CLIENT will not get any reimbursement for any kind of performance failure or malfunctions. Neither Party is responsible for any consequential damages or lost opportunities upon breach of this agreement.

### **LIVESTREAM TERMS & CONDITIONS**

**VENDOR Starting Time:** On the day of the wedding, VENDOR will start live streaming 10 minutes before the event starting time.

**Product Delivery:** Within two (2) to four (4) weeks of the completion of the event, VENDOR will deliver to the client an average of 3-5 minutes Wedding Video Trailer and up to 60 minutes Wedding Feature Video files through a Dropbox / Google Drive / online link.

**Coverages:** VENDOR agrees to livestream the event on youtube.com and/or facebook.com for the entire duration of the event stated on the first page of this agreement. CLIENTS will be given a personalized link at least 30 days before the event date. Live Stream Ceremony coverage will start from the ceremony start until ceremony ends. Live Stream Reception coverage will only cover grand entrance, first dance, special performances, speeches, cake cutting & bouquet toss.

#### **Warranties and Liability:**

1. VENDOR is not liable for any loss resulting from disruption of a webcast due to power outages, loss of Internet Connection, venue equipment failure or audio/video issues at the event location.
2. VENDOR warrants that they will use all due skill and care in providing CLIENT with the service. Other than as expressly provided for in these terms and conditions no warranty, guarantee or other term relating to the provision of the service whether implied by statute, common law or otherwise is given.
3. VENDOR shall have no liability to CLIENT for any loss, damage, costs, expenses or other claims for compensation arising from any materials supplied by CLIENT to VENDOR or instructions supplied by CLIENT which are incomplete, incorrect, inaccurate or illegible, or arising from their late arrival or non-arrival, or any other fault of CLIENT's.
4. Except in respect of death or personal injury our entire liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement between CLIENT AND VENDOR shall not exceed either the amount of the price payable by CLIENT in respect of the services, goods and/or materials VENDOR supply to CLIENT or in respect of a valid claim the amount claimable under the terms of the appropriate insurance policy VENDOR hold.
5. CLIENT agrees to indemnify and hold VENDOR harmless for all liabilities, loss, claims and expenses that may arise from any breach of these terms and conditions by CLIENT, including any third party liabilities incurred by VENDOR.
6. Any claim that CLIENT may have against VENDOR must be notified to VENDOR in writing within 30 days of the event.

**Internet Connection:** Providing a reliable and dedicated, high-speed Internet connection according to our specifications, is the sole responsibility of the client. VENDOR cannot be held liable for any failure of the live stream or any other issues resulting from any disruption or non-availability of this requirement. Unless stated on the first page of this agreement and CLIENT upgrades the package to include the Internet Connection, then it's VENDOR sole responsibility to provide high-speed internet connection for the live stream services. If there are any failures or any other issues regarding connecting to the internet, CLIENTS will be reimbursed the full amount of the livestream investment.

**Equipment Malfunction:** In the event that live streaming services can not be conducted, on the day of the event due to uncontrollable equipment failure or other accidents/catastrophes, except the internet connection failure that's provided by VENDOR, VENDOR will return all 100% payment made for live stream services (the full amount of the livestream investment).

~ END OF TERMS AND CONDITIONS ~