

Tc Productions Service Agreement - Terms and Conditions

This agreement is between Tc productions, hereinafter referred to as the "Photographer / service provider "and the signers of this Service agreement as _____ hereinafter referred to as the "Client", collectively referred to as the "Parties".

The package list and price list and/or documents attached to this contract are integral parts of this document. The contract terms, agreement, and price list are the only legally binding documents between the Parties.

Contracting Parties

Client

Client Name: _____

Address: _____

Phone: _____

Email: _____

Wedding Date: _____

Photography and / videography session starting time: _____

Dress up location / address: _____

Please note that if the grooms dress up location is different to the brides dress up location, the groom's preparation session will not be covered unless an additional photographer / videographer is requested from Tc productions in a timely manner.

An Additional photographer / videographer will come at an additional cost.

Service provider Name: **Tc PRODUCTIONS**

Address Name: 3 new orleans emily hobhouse street, honeydew ridge Johannesburg 2194

Phone: +27 11 042 2264

Email: info@tcproductions.co.za

AGREEMENT/JURISDICTION: The person(s) whose signature(s) appear on this contract, known as "Client", agree that: Tc productions, known as "video and photography service provider", shall provide services to photograph and or film their wedding and related events to the best of her abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. The laws of the Province of Gauteng shall govern this contract, and any resulting arbitration shall take place within Johannesburg, South Africa. Client assumes responsibility for all collection costs and legal fees incurred by service provider 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.

DEPOSIT AND PAYMENT: Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation deposit equal to 50% of the total service fee. No date is reserved until the contract and deposit are received. The balance due for the services must be paid in full no less than 30 days before the event date. In the event Client fails to remit payment as specified, the service provider shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. Unless the contract is canceled, the deposit fee shall be applied to the photography fee total.

CANCELLATION: If for any reason, Client cancels this contract before the event date, Tc productions will keep the deposit. Cancellation must be made in writing, signed by the contracted party, and delivered direct to service provider. If Client fails to supply written cancellation as specified before the wedding date or cancels within 30 days of the event date, Client shall be required to pay the full balance due.

RESCHEDULE: In the event that Client reschedules the wedding and Tc productions is able to rebook the original wedding date, Client will receive credit for all monies already paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event that Client reschedules the wedding and Tc productions is not able to rebook the original wedding date, Client forfeits the deposit but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within one year of original date provided Tc productions is available.

LIABILITY: If Tc productions or its agents is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and if we cannot provide another competent professional, all money received by Tc productions, minus expenses, will be returned to Client, and Tc productions shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of

photographs or failure to deliver photographs for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

Photos and or video on disc or hard drive: Upon receipt of a photos and or video on disc or hard drive, Client accepts all responsibility for archiving and protecting the photographs and video. Tc productions does not permanently archive image/ footage files. Tc productions 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 discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

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. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from Tc productions. All print/album credits and sessions must be used within 6 months of web gallery posting or photographer may substitute a product of reasonable value to fulfill any outstanding credit balance.

RESPONSIBILITIES: Unless agreed upon in advance, Tc productions shall be the exclusive photographer and or videographer retained for the event. Tc productions may bring up to two assistants at its discretion. Other vendors as well as semi- professional photographers must not obstruct or interfere with the official photography / videography and are not allowed to take any still photos during formal sessions. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Tc productions 's duties. Tc productions is not responsible for compromised coverage due to causes beyond her 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. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography / video coverage. Client agrees to confirm the schedule one-week prior to the event and to send the Photographer a copy of the invitation prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

HARASSMENT: Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Tc productions shall be the responsibility of Client. In the event Tc productions or its 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: Tc productions will end Event coverage immediately and leave the event, Tc productions shall be entitled to keep all monies paid hereunder and client agrees to relieve and hold Tc productions harmless as a result of incomplete

wedding or event photography / Video coverage.

COVERAGE: Tc productions will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any photos or products are released to the Client. 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 the photographer to be substandard or duplicated may be edited out. Tc productions will use its professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

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. An alternately colored version of a photo may be purchased at the current rate. Limited color correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. Tc productions is not responsible for any prints that are not ordered directly from him. For best results, clients with the high-resolution files should order their prints through a reputable lab.

MODEL RELEASE: This contract serves as a model release giving the Tc productions the irrevocable right to use the photographs 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. Tc productions can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Tc productions. Client waives any right to inspect or approve the photograph(s) /video, 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: All photographs taken by Tc productions are its property, will remain its property and are protected by South African Copyright Laws. Client hereby waives any claims for ownership, income, editorial control and use of the images or video. Violators of this federal law will be subject to its civil and criminal penalties.

REPRODUCTION: Client agrees to purchase prints directly from Photographer unless in possession of high resolution digital files. Client agrees not to scan, copy or reproduce images in any manner without written permission. Should Tc productions become aware of reproduction without permission, Client will remit a usage fee of R4000 per image, per usage to Photographer. If high resolution digital files are purchased, a written release will be supplied with those files. The release grants Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any third parties (including vendors associated with the wedding or album designers).

BOOKING FEE/DEPOSIT: In the event of the Clients cancelling the wedding for whatever reason the booking fee is non-refundable. It will be considered as liquidated damages to Tc productions.

I have read, understand and agree to the terms and conditions of this Agreement. Each person electronically signing as Client shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Wedding Date: _____

Client Signature: _____

Official Tc productions representative Signature: _____

Signature date: _____