

GIGABYTES PRODUCTION

LETS PRODUCE THE FUTURE THROUGH TECHNOLOGY

Contact no: 061 983 8021/ 061 180 3705

Email: info@gigabytesproduction.co.za

www.gigabytesproduction.co.za

Twitter: GigabytesProd Instagram/Facebook: Gigabytesproduction



This is a contract entered into by

1.1 Gigabytes Production (The Provider) and _____ (Client)

On this date (dd/mm/yyyy) _____

Wedding Date: (dd/mm/yyyy) _____

Bride's name: _____

Address: _____

Email: _____ Phone number: _____

Groom's name: _____

Address: _____

Email: _____ Phone number: _____

Ceremony time and date: _____

Name of venue: _____

Address: _____

Reception time and date: _____ (hh:mm) _____ (dd/mm/yyyy)

Name of venue: _____

Address: _____

Signature of G.P agent (Date dd/mm/yyyy)

(Signature of Client)

(Date dd/mm/yyyy)

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1.2 The Provider's place of business is and the Client's place of business is.

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services

Services To Be Rendered By Provider: enumerate here each particular task to be performed and its acceptable result, i. e.,

1.3 Wedding package

Photoshoot: Wedding

Description

No. of hours: 13 hours (06:00 – 19:00)

Soft copy photos: 1000

No. photo edits: 100

Videography: Wedding

Description

No. of hours: 3 hours (06:00 – 19:00)

Disc duration: (45 min 1h30 max)

1 x Disc for video (45 min 1h30 max)

Photo album

Description

24 pages album

Magazine album

100 pics to be fitted in the album

A3 photo print out

USB

Description

8 Gig Memory stick

Includes the Video

1000 soft copies of the wedding

Signature of G.P agent (Date dd/mm/yyyy)

(Signature of Client)

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2.1 Payment for Services Rendered

The Client shall pay the Provider for services rendered according to the Payment Schedule attached, within

Calendar days of the date on any invoice for services rendered from the Provider.

The deposit (50% of the amount on the quotation) paid on: _____ (Date dd/mm/yyyy)

The remaining balance shall be paid on: _____ (Date dd/mm/yyyy)

Should the Client fail to pay the Provider the full amount specified in any invoice within calendar days of the invoice's date, a late fee equal to 10% shall be added to the amount due and interest of percent per month (30 days) shall accrue from the calendar day following the invoice's date.

The final Disc and photo album shall be withheld if the final payment has not been made.

2.2 Agreement/Jurisdiction

The person(s) whose signature(s) appear on this contract, known as "Client", agree that Gigabytes Production, shall provide services to photograph and video shoot their wedding and related events to the best of his/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 South Africa shall govern this contract, and any resulting arbitration shall take place within South Africa. Client assumes responsibility for all collection costs and legal fees incurred by Gigabytes Production 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.

Signature of G.P agent (Date dd/mm/yyyy)

(Signature of Client)

(Date dd/mm/yyyy)

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2.3 Retainer 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 retainer equal to 50% of the total fee. No date is reserved until the contract and retainer 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, Gigabytes Production 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 retainer fee shall be applied to Gigabytes Production fee total.

2.4 Cancellation

If for any reason Client cancels this contract before the wedding date, Gigabytes Production will keep the retainer. Cancellation must be made in writing, signed by the contracted party, and sent via email or delivered in person. If Client fails to supply written cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Client shall be required to pay the full balance due.

2.5 Reschedule

In the event that Client reschedules the wedding and Gigabytes Production 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 Gigabytes Production is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within one year of original date provided Photographer is available

2.6 Liability

If Gigabytes Production 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 cannot provide another competent professional, all money received by Photographer, minus expenses, will be returned to Client, and Gigabytes Production shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of Gigabytes Production or failure to deliver photographs/video for any reason. Liability for a partial loss of photographs/videos 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.

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(Signature of Client)

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3.1 Photo album and DVD Disc/USB

Upon receipt of a photo album, DVD disc or USB, Client accepts all responsibility for archiving and protecting the photographs and videos. Gigabytes Production does not permanently archive image files. Gigabytes Production 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.

3.2 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 Gigabytes Production. 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.

3.2 Responsibilities

Unless agreed upon in advance, Gigabytes Production shall be the exclusive photographer and videographer retained for the event. Gigabytes Production may bring one-six assistant at discretion. Videographers and other vendors as well as semiprofessional photographers must not obstruct or interfere with the official photography and videography 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 Gigabytes Production duties. Gigabytes Production is not responsible for compromised coverage due to causes beyond 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. Gigabytes Production 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 Gigabytes Production 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.

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4.1 Harassment

Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Gigabytes Production shall be the responsibility of Client. In the event where Gigabytes Production employees 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: Gigabytes Production will end wedding coverage immediately and leave the event, Gigabytes Production shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Gigabytes Production employees harmless as a result of incomplete wedding or event photography coverage

4.2 Coverage

Gigabytes Production 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/Videos determined by the photographer/videographer to be substandard or duplicated may be edited out. The Photographer/Videographer will use professional judgment and sole discretion to select which photos/videos to deliver. Such selection shall constitute all images/videos that will be made available to Client.

4.4 Image Processing/Printing & Video Editing

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 Gigabytes Production discretion. Client may request further changes for an additional charge. Gigabytes Production is not responsible for any prints that are not ordered directly from the company. For best results, clients with the high-resolution files should order their prints through a reputable lab. Client may request additional video clip but gigabytes production won't be responsible for the editing and color correction of the clips.

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5.1 Model Release

This contract serves as a model release giving Gigabytes Production the irrevocable right to use the photographs, 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. Gigabytes Production can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Gigabytes Production. 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.

5.2 Copyright

All photographs taken by Gigabytes Production are the property of the company, will remain the property of the company and protected by the South African Copyright Laws. 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.

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

Name of client: _____

Date (dd/mm/yyyy): _____

Signature: _____

Name of G.P assistant: _____

Date (dd/mm/yyyy): _____

Signature: _____