



SHASHICLICKS

WEDDING PHOTOGRAPHY CONTRACT



FEBRUARY 13, 2016

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Hyderabad, INDIA

Shashiclicks Wedding Photography Contract

In the following terms & conditions "The photographer" shall mean **SHASHI BHUSHAN PATEL** trading as **SHASHICLICKS**. "The clients" shall be those persons defined as **bride and/or groom** on the booking form. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed by the photographer in writing.

This agreement is made and entered into between:

Bride's/ Groom's Name: _____

Address: _____

Telephone and Email: _____

(Hereinafter collectively referred to as "the Client" and who shall be jointly and severally responsible)

AND

Names: _____

Address: _____

Telephone and Email: _____

(Hereinafter referred to as "the Photographer")

1. The Client hereby engages the Photographer to cover the marriage of the Client on the Date: - _____ 20____ for a fee of

INR _____

(inwards)

(inclusive of all taxes).

2. The Client agrees to pay the Photographer's fee on the following terms:
 - 2.1 A Reservation Deposit of INR _____ upon signing of this agreement and the balance of _____ on or before the _____ day of _____ 20_____.
 - 2.2 Additional photographs requested beyond that detailed on the Wedding Photography Checklist shall be quoted for and paid on order.

3. The Client agrees that the Reservation Deposit is non-transferable and non-refundable in the event of **cancellation by the Client** for whatsoever reason except that stipulated in paragraphs 10.2 and such cancellation must be in writing.
 4. The Client agrees that this Agreement shall be deemed cancelled if all monies are not paid on time as stipulated above and the Photographer shall have no further obligations to the Client.
 5. The Photographer shall retain Copyright in all the material produced by the Photographer and this right shall accrue to the benefit of his/her successors, legal representatives and assigns.
 6. The Photographer shall not be liable for any claims whatsoever resulting from alterations made to the material by the Client. The Photographer grants the Client the right to make unlimited number and format of copies of the photographs in any medium for personal use and the Photographer shall issue a written **Photo Copyright Release** to third parties to authorize such reprints. The Client shall obtain written permission from the Photographer prior to selling or publishing any of the material for financial gain.
 7. The Client grants the Photographer and his/her successors, legal representatives and assigns the irrevocable and unrestricted right to use and alter the material for commercial, promotional, marketing, competition or other purposes without compensation and hereby release and shall hold harmless the Photographer and his/her successors, legal representatives and assigns from all claims or liability resulting from or associated with the use of the material.
 - 7.1 Notwithstanding the above, the following **uses** are specifically noted and agreed to and specific **exclusions for use** listed here shall take precedence and restrict the use of the Work accordingly.
 8. It is the Client's responsibility to obtain permission for entry to and photography at all applicable locations and to advise the Photographer of any restrictions or policies in place at all applicable locations.
 9. The Photographer shall not be held responsible for any photographs requested but not provided resulting from the late arrival of the wedding parties or lack of performance by the designated **Photography Coordinator** as appointed by the Client. It is also a duty of the Photography Coordinator to keep guest photographers from hampering the Photographer during the designated official photography sessions:
 - 9.1 For few occasions Photographer may request the guest or wedding parties for the poses (at Stage) but we are not the responsible to hold the guest for photos, its complete responsibility of wedding party.
 - 9.2 At any reason guest are not responding (such as Hiding, walking away) to photographers, Photographer may try to take the picture still but we cannot assure the pose or picture of individual.
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- 9.3 Shashiclicks believes in “Respect for Individual” and Treats all guest as family, we expect same from Clients and build an environment of Trust that Photographers have not taken any irrelevant images.
10. If the Photographer has reason for not performing under this Wedding Photography Contract, the following provisions shall apply:
- 10.1 If the Photographer cannot attend to his duties for medical reasons or other emergency, all effort shall be made by him/her to engage a competent replacement photographer at no extra cost to the Client. If the Photographer cannot source a replacement photographer or the Client is not satisfied with the proposed replacement, all monies paid by the Client (including the Reservation Deposit) shall be refunded in full and the Photographer's liability shall be limited to this refund.
- 10.2 All monies shall be refunded and this Agreement become null and void if an act of God or other catastrophe necessitates cancellation, or in case of death or serious illness to either party or their immediate families up to five days before the wedding. Such cancellation must be in writing and a registered professional shall attest to the illness or death referenced as reason for cancellation.
- 10.3 If the Photographer resigns this assignment for reasons such as changes made by the Client to the venue, dates or time, non-payment of fees or non-performance by the Client, monies paid shall be refunded after deductions for traveling costs incurred and services performed up to that time, charged at INR 1000/- per hour.
- 10.4 The Photographer undertakes to use the utmost care and reliable equipment throughout the capturing, backup, processing and transportation of the material. If, however, the material is lost, stolen or damaged for any reason, the photographer shall refund all monies received and his/her liability shall be limited to this refund. If a portion of the material is lost, stolen or damaged for any reason, then the refund shall be calculated pro-rata based on the package selected and his/her liability shall be limited to this partial refund.
- 10.4.1 In case of Harm/Stolen/Broken of any photographic equipment by the Client or Client guest should be bear by client.
11. This Wedding Photography Contract and the Wedding Photography Checklist constitute the entire agreement between the parties and no changes or variations shall be valid unless done in writing and signed by all parties.
12. Once Picture selection and final review is done by client (after editing), All deliverables will be delivered within a month period.

Note: No new picture can be introduced for editing to place for album, after selected pics are shared with Photographer. Your selection will be final selection, though within a day only selection can be change. PLEASE SELECT CAREFULLY.

- 13. Album Delivery: All wedding albums are collected or posted to the customer via courier at extra cost. This fee is currently_____.
- 14. This Agreement shall be construed, interpreted and governed in accordance with the laws of the **INDIA** and should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

Client's Signatures:

Signed by the Bride on this

Date: -

Location: -

Or

Signature: _____

Signed by the Groom on this

Date: -

Location: -

Signature: _____

Photographer's Signature: "Shashiclicks"

Signed on this

Date: -

Location: -