

# Stories by Sandip

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**Client Name: Ameya Kulkarni.**

**Revised Customized Package Amount: Rs.35,000/-**

**Dates: 16<sup>th</sup> February, 2020.**

**Services offered in the package:**

- I) Wedding Photography. (Candid Photography)
- II) Griha-Pravesh & Lakshmi-Pujan Photography.

**Benefits under the package:**

**I) Wedding Ceremony.**

(Team of 1 Traditional Photographer & 2 Candid Photographers)

- 1) Traditional Photography of Wedding Day.
- 2) Candid Photography work of the Wedding Day.
- 3) Highly retouched soft copies of Wedding Events in Pen drive.

## Terms & Conditions:

### DEFINITIONS

- a) This agreement is by and between “Photographers- Stories by Sandip” and “Client” which includes Client’s employees and representatives. Client agrees that it has the legal authority to enter into this Agreement on behalf of its employer, company or organization. Photographer’s relationship with Client is that of an independent contractor.
- b) “Image(s)” means all visual representations furnished to Client by Photographer, whether captured, delivered, or stored, in photographic, magnetic, optical, electronic, digital, analog, or any other, media.

### COPYRIGHTS

- a) Stories by Sandip holds the entire copyright in the Photographs and Works at all times, throughout the World and (b) where reproduction of Works has taken place and settlement has not been made, the Photographer will make such charges to the publisher of those images as falls within the Copyright Act 1957.
- b) Stories by Sandip allows the client to store/share/copy/print all images for personal/friends/family use only, subject to no commercial or financial gain.

### PAYMENTS

- a) A **non-refundable** advance 50% booking fee will confirm your booking, as well as full acceptance of the terms and conditions as published on the photographer’s website. The booking fee will be deducted from the cost of the client’s chosen package when calculating the final balance due.
- b) Payment Procedure – 50% Amount - Advance as a booking amount, & 50% after Wedding.

## **CREATIVE LICENSE, COVERAGE AND REPRODUCTION**

- a) Photographs taken during the course of the event will be at the discretion of the photographer although every effort will be made to comply with the client's requirements.
- b) Stories by Sandip shall be granted complete artistic License including in relation to the poses photographed and the locations used. The photographer(s)' judgments regarding the locations/poses and number of images taken shall be final. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.
- c) Special requests are not binding instruction, although every effort is made to comply with the client's wishes. The Photographer(s) will do their best to honor the requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangements due to changes in weather and the availability and willingness of subjects.
- d) For a booking involving a ceremony at the church, temple, religious places or at certain venues, the photographer's movements are sometimes restricted by the official in charge (venue/place). The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.
- e) Due to a variety of lighting conditions and the limitations of digital sensors, some colors may alter throughout a set of photographs.

## **ON THE DAY**

- a) The Stories by Sandip will be the sole professional photographers at the venues specified.
- b) Stories by Sandip expects the following time reservations for the photography work.
  - 1) Bridal Getting Ready Shots- We expect Minimum 20 minutes for taking bridal getting ready shots.
  - 2) 20 Minutes before the start of the Wedding Ceremony to take couple shots.
  - 3) 20 Minutes after the Wedding Ceremony for creative photographs.

In case client fails to provide enough time, Stories by Sandip will not be responsible for the possible arising consequences.

- c) The photographers will not take photos during the wedding breakfast and will use this time to take a break. A meal is not a requirement, however, one would be greatly appreciated.

### **ELECTRICITY OUTLET AND PLACE FOR EQUIPMENTS**

- (a) 5 amp/220-230 volts has to be provided at reception ceremony location along with a 4'x2'-table to set up our audio recording devices and laptops.

### **LIMITATION OF LIABILITY**

- a) In the unlikely event that Stories by Sandip is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of Stories by Sandip, then we will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the contracted event.
- b) In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond Stories by Sandip's control, including but not limited to camera, hard drive, or equipment malfunction, Stories by Sandip's liability is limited to the return of all payments received for the contracted event. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. Stories by Sandip is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year. Neither party shall be liable for indirect or consequential loss.

### **ARCHIVING DIGITAL FILES:**

- a) Soft copies of the edited photos will be delivered to clients within two-three weeks after the wedding ceremony.
- b) Soft copies will be delivered in 2 sets of 64gb Pen drives for bride and groom. Pen Drive cost will be the additional charges.
- c) Photo Album will be delivered within 2 months after we get the final selection of the Photos from the client.
- d) While Photographer may choose to archive the Image(s), it is the Client's responsibility to properly store and archive the Image(s) for the duration of the term of the license.

Stories by Sandip cannot guarantee the availability of any Image(s) beyond the date of first delivery to Client.

- e) A client is aware that optical, magnetic, electronic, and any other, media for storing digital data are inherently unstable. Client hereby releases Stories by Sandip and his assigns, contractors, and representatives, from any liability for any claims, damages, or costs, arising from any media supplied by Photographer becoming unusable.

**ACCEPTANCE OF THE TERMS:**

- a) A client may not assign or transfer this Agreement or any rights granted under it. This Agreement binds Client and inures to the benefit of Photographer, as well as their respective principals, employees, agents, affiliates, heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates, are jointly and severally liable for the performance of all payments and other obligations here under.
- b) No amendment or waiver of any items is binding unless set forth in writing and signed by the parties. E-mail and electronic signatures will be considered legal and binding. However, the invoice may reflect, and Client is bound by, Client's oral authorizations for any additional Image(s), fees, and expenses, that could not be confirmed in writing due to the immediate proximity of completing the assignment.
- c) If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- d) In addition to oral and written agreements, use of any Image(s) by Client will constitute acceptance of all the above terms and conditions.

**I have read all the important notes, terms & conditions above and by signing this contract I agree to all the listed things above.**

Client Name: Ameya Kulkarni.

Client Signature:

Date: 04/01/2020