

# *Robin Saini*

## *Photography & Films*

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### CONTRACT FOR PHOTOGRAPHY & VIDEO SERVICES

The following agreement is by and between

**“Provider” ROBIN SAINI PHOTOGRAPHY**

Located at

Bungalow no. 67, Survey No 18/2, Vijay Nagar, Lane 11, Dighi , Pune 15

And

**“Client”** (Mr./Ms. \_\_\_\_\_)

located at \_\_\_\_\_

\_\_\_\_\_

Phone Number :- \_\_\_\_\_

The following words used in context of the Photography Service Contract are defined as follows:

**“Provider”**: / ROBIN SAINI PHOTOGRAPHY

**“Client”**: (Mr./Ms. \_\_\_\_\_)

**Wedding Functions details & services offered**

The scope of work to be covered by the PROVIDER as mentioned under **Annexure 1** to this contract.

Annexure 1 attached

**ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between the Provider and the Client are hereby superseded insofar as they relate to the Services hereunder. This Agreement may be amended only in writing signed by a duly authorized representative of each of the Provider and the Client.

### **PRE-EVENT CONSULTATION**

The parties agree to a pre-event consultation prior to \_\_\_\_ days before the event date in order to finalize the actual shooting times and locations.

This is best time to discuss the if client has a specific kinds of pictures and video in mind, so that we can we aligned to client thought process.

### **TEAM SIZE**

- Robin Saini Photography consists of founder Robin Saini & Proprietor of company Jaspreet Saini.
- Along with both Robin & Jaspreet, they have a team size up to 15 pax who shoot weddings based on scale of weddings. One of the person between Robin & Jaspreet is always present on shoot along with other team members as an representative to ensure that you get quality work form us.
- Size of team is decided based on events mentioned in Annexure 1

### **SCOPE OF SERVICES**

Provider includes the following elements in their Standard Photography Packages:

For Pics

- Candid pictures clicked by Robin Saini Photography team will be color corrected and enhanced to best of our efforts. Few pictures will also be provided in B/W tones.
- Edits will not be done on pictures clicked by traditional photographer if hired for the job.
- Once sets of images are transferred to client over DVD or pen drive, we request client to have multiple copies as backup. 30 days post-delivery we will delete all the pictures & videos from our archive.

For Cinematic Video

- Form the days of wedding a mini teaser will be shared of length 4-7 mins in HD format, this is like a highlight video from your wedding, showcasing a quick mix of best moments from wedding, some teasers can be interviews based and some purely music.
- You will also get an extended Full length Cinematic Movie which can be from 30 mins to 1 hour based on days/ no of events. This will have more in-depth coverage of each functions and will follow a pattern of how events unfolded.

## **CORRECTIONS / CHANGES IN DELIVERY /**

\_Instances where client has a concern over delivery of products, they can follow below procedures.

For Pics

- Please share the concerns with in 15 days of delivery of pictures.
- Once we know your concerns, we will come back to you with changes in week's time.

For Cinematic Video

- Instances where clients feels that , they did not like a certain song from a video, please share a alternative song.
- Instances where clients does not like some video footage, they can share all the time code duration with us along with concerns of shot replacement/different angle/color grading and we will look into same and come back with changes in 15-20 days.
- Video post production takes times, hence we request clients to watch the full footage closely and tell us all the changes at one time over email only.
- First round of changes is Free of Cost, any changes hence forward will be charged as 15k/edit

## **RESERVATION**

Post execution of the contract by both the parties, " ROBIN SAINI PHOTOGRAPHY" will reserve the time and date agreed upon. For this reason, the Booking amount of 60% of the total is to be paid as advance on signing the contract and rest 40% within one week of event.

## **TRAVEL & STAY**

- Robin Saini Photography team is based in Pune; hence any outstation job client needs to take care of travel & stay for the entire team.
- We prefer 2 rooms in same hotel where functions are, as its becomes easy for teams to manage moving in/out of hotels & cover functions.
- For destination weddings, we always need 2-3 vehicles at our service dedicated only to Robin Saini Photography team.

## **VENUE & PERMISSION**

- Most of the venues where the event occurs , requires permission for shooting pictures and videos.

- This permission is required to be obtained by the client or the event company through which the client's services are availed of.
- Permission is also required to be taken for places where Drone (aerial camera) will be used to cover the wedding. For Drone permission, a No Objection Certificate ("NOC") is required to be obtained from local Police and respective Officers at the venue and in the name of Robin Saini Photography.

## **GEAR MANGEMENT**

- Equipment's used by Robin Saini Photography team are the best, hence we request the client and their guests not to misbehave while we shooting and be careful of surroundings.
- The client agrees to indemnify the Provider for the losses, damages of equipment and any direct damages caused whatsoever.
- The client shall reimburse the Provider, an amount not exceeding two times the cost of the equipment, for any such incident caused due to a wilful misconduct or gross negligence of the client.
- While travelling by Air/Road we like to declare all our equipment as fragile and request client to also corporate when flying /travel with them, due to heavy weight we sometimes ask client to check in our baggage's with them so that weight can be evenly distributed. Instances where luggage cannot be accommodated and the Provider ends up paying at Airport/Rail extra for baggage, the same needs to be reimbursed by the client at actuals..

## **PAYMENT TERMS AND CONDITIONS**

THE CLIENT agrees that 60% deposit is required at the time of contract acceptance.

The total amount of this contract is \_\_\_\_\_/- INR + GST . A copy of invoice will be shared on a later date

Payment Type:- Cheque / RTGS

BANK: - HDFC Bank  
Branch: - BOAT CLUB ROAD  
A/C NAME:- ROBIN SAINI PHOTOGRAPHY  
A/C NO.:- 01037630000559  
RTGS/NEFT IFSC:- HDFC0000103  
A/C TYPE:- CURRENT

a) In the event Client fails to make any of the payments referenced by the deadline set forth in Contract, Provider have the right, but are not obligated, to pursue any or all of the following remedies:

(1) Terminate the Agreement,

(2) Immediately stop all works-in-progress or remove unpaid for material.

(3) Initiate legal action.

### **CANCELLATION**

50% of the amount is non - refundable.

In the event that THE CLIENT cancels the contracted services or the date is changed or the wedding gets cancelled for any reason; including acts of God, fire, strike and/or extreme weather, 50% amount will not be refundable and for the rest amount from the advance paid, a credit note for future services being issued that can be used up to one ( 1) year towards future assignments, subject to availability of Robin Saini Photography. A fresh reservation Deposit is to be paid at time of signing the contract.

If Robin Saini Photography cannot perform the assignment in whole or in part due to an illness, casualty, or other cause beyond the control, then Robin Saini Photography will return all fees to Client(s) but shall have no further liability, including emotional damages. This limitation on liability shall also apply in the event that images are damaged or lost (theft/accident) without fault on my part. Client(s) agree that a refund shall terminate any further liability to this agreement and that the amount of liability cannot exceed the amount of this agreement mentioned on backside of the page.

### **EVENT GUIDE**

THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

### **COOPERATION**

The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. "ROBIN SAINI PHOTOGRAPHY" is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to "ROBIN SAINI PHOTOGRAPHY". "ROBIN SAINI PHOTOGRAPHY" recommends that THE CLIENT designate a person to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

We only do candid style photography & Cinematic Films which does not include food eating shots which traditional photographers offer in the market. Therefore in such a case if client also looking at capturing the wedding moments in traditional style of photography or videography , then please feel free to hire a local City Photographer which one gets

between INR Rs.8000/-to INR .15000/day or on actuals. We can also help you or recommend them for you but we don't stand behind the work which comes from them even if we recommended, as their is old style of shooting.

### **COMPLETION SCHEDULE**

The delivery process will take approximately 90-120 days.

"ROBIN SAINI PHOTOGRAPHY" will deliver all the high-resolution pictures & Videos on a DVD's or pen drives, 2 sets will be provided to client.

### **ALBUM PRINTING**

Albums are not part of package, however they can be ordered later. Based on images selected by the client, an album layout will be shared with in 2 weeks, post approval on layout, album can be send to printing which take 10 days to 25 days. This is not a fixed timeline and since the printing is outsourced to a printer, photographer is not responsible for any delay as a result of delay on the behalf of the printers.

### **DISPUTE RESOLUTION**

This agreement shall be governed and construed in accordance with the laws of the Republic of India prevalent at the time of signing of this contract.

Any and all disputes arising by and between the parties in relation to this contract would be resolved by Arbitration by the parties as under the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by consultation of both the parties, wherein the venue of the Arbitration is Pune.

### **COPY RIGHT & USAGE**

- The entire copyright of the photographs is retained by Robin Saini Photography at all times throughout the world. Where a disc of photographs (digital image files) has been provided to the bride and groom as part of their wedding collection, these photographs may be printed, and displayed online, for personal but not commercial use.
- Robin Saini Photography retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work or any other use including images produced to promote Robin Saini Photography's products and services, publications and other uses, both online and in offline media, at Robin Saini Photography's discretion
- Robin Saini Photography will also have rights to use images online such as on Robin Saini Photography's web site, Facebook and other social platforms for promoting & advertising of Robin Saini Photography's work at Robin Saini Photography's discretion

- If client and relatives use images on social media , we request them to please give due credit to the photographer.

**SIGNATURES**

The undersigned agrees to the terms of this agreement on behalf of Client. Clients agree and acknowledge having read and understood all the rules and regulations given here

Client Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Provider Signature : \_\_\_\_\_

Date : \_\_\_\_\_