

CHECKS PAYABLE TO: RAJAN RATHOD

Studio433@gmail.com

Contract for Service

This is an agreement made between Raj Studios, and _____ (client) for providing Photo / Video (circle) services for _____ (event name).

The location and time of the event is:

Location(s)	Date	Starting	Ending	Service(s)

The initial deposit of _____ will secure the dates of service above with the remaining amount of _____ due on _____.

A firm and binding agreement exists between Raj Studios and Client only after this agreement has been properly completed, signed, and initial deposit paid. A deposit must be paid at the time of signing with the balance due on the date specified above. This agreement supersedes and replaces any previous document, correspondence, conversation or other written and/or oral understanding. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration and judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties waive trial by jury, to the extent permitted by law, and expressly agree to mediation in any action or proceedings brought by either party against the other, or any matter connected with this agreement.

Please read all of the TERMS AND CONDITIONS on this contract. If any portion of this agreement should be determined to be invalid, it is agreed that the invalidity of such portion shall not affect the validity of the remaining portions of this agreement.

We, the undersigned, hold Raj Studios innocent of any and all liability as stated in the TERMS AND CONDITIONS below. By signing, the Client certifies that they have read this contract and agree to the TERMS AND CONDITIONS.

Clients Signature _____ Date: _____

Clients Name (Printed) _____ Date: _____

Raj Studios (Representative) _____ Date: _____

Addendum attached: Yes / No (circle)

Initials: _____

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TERMS AND CONDITIONS OF CONTRACT

Terms

In the event of failure of payment Raj Studios reserves the right to refuse to provide the contracted service(s), and the clients agree to forfeiture of the initial deposit.

No refunds or credits will be issued for services booked within 14 days, or canceled within 30 days of the event date.

The clients agree to immediately advise Raj Studio's of any alterations in pertinent details including, but not limited to, postponement, cancellation, change of event location, changes in contracted services, or set-up alterations.

In the event of postponement by the clients, all fees pre-paid may be re-applied, subject to availability. In the event Raj Studios is unavailable to provide service for the rescheduled date, Raj Studios' sole liability shall be limited to a refund of any money pre-paid under this agreement, less the deposit, if the postponement is made at least 30 days prior to the original event date and shall nullify any further obligation of the clients or Raj Studios. If the postponement was made within 30 days of the event date the deposit and remaining installments are non-refundable and shall nullify any further obligation of the clients or Raj Studios .

It is the responsibility of the clients to secure permission of the event facility to videotape/photograph the event. Payments, full or partial, are non-refundable if facility officials prevent videotaping/photographing. No outdoor photo or filming will take place during any level of mist, rain, hail, sleet, ice or snow. Payments, full or partial, are non-refundable if your outdoor event has to be cancelled due to inclement weather. Always have an indoor back-up plan.

The client accepts the responsibility to contact Raj Studios at least two weeks prior to the schedule date of service to confirm that all details are correct and that there are no alterations.

Raj Studios will try to procure the final product approximately 4 weeks after the event. If the service does not include videography Raj Studios will try to procure the final product approximately 2 weeks after the event. The completion period is only an estimate and longer periods may occur for various reasons including, but not limited to, workload, difficulty level, and/or equipment problems.

Additional coverage options may be requested by clients before, during, or after the day of event and is billed at \$75 per hour unless otherwise agreed to. In the event that the clients request re-editing of the video after the completed edited video has been produced, then such re-editing shall be charged to the clients at \$50 per hour or as per agreement in writing if different.

Both the photographer/videographer and Client are expected to be on time and ready for the event according to the times stated above. If the photographer/videographer is late, the time the client spends waiting for the photographer/videographer is NOT counted toward the time agreed to in this contract, and the photographer/videographer is obligated to fulfill the full amount of time agreed to in this document. If the client or anyone from their party is late, the time the photographer/videographer spends waiting will still be counted towards the time agreed upon in this contract

Prices are subject to change if dates are changed by the Client.

TERMINATION:

This agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days written notice.

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Copyright

Except as otherwise specifically provided in writing, all Video and Photographs and rights contained therein, including copyright, remain the sole and exclusive properties of Raj Studios . Raj Studios may reproduce them in any form as well as license the rights commercially advertising, publicity, exhibition, and any other purposes thought proper by Raj Studios. The Client receives a permanent license to the images for **personal use** and reproduction (including printing and emailing). The client may not use the images for commercial purposes. Copies made from the masters may be requested at any time, and purchased at the currently published rate.

It is understood that you (the Client) are acting as agents for all guests and grant Raj Studios rights for display use of video produced under this agreement. It is the Client's responsibility to advise any or all participants and attendees that the event will be videotaped and/or photographed, and all parties will therefore be considered as consenting to be included in the video and/or photography footage by their presence.

The Client shall supply any non royalty free music they wish incorporated in their video production, and assume all liability for any copyright infringement. To ensure the highest quality in the final production, music must be supplied on Compact Disc.

PROVISION OF SERVICES

Raj Studios is granted full production and editorial control by Client regarding all aspects of the production and post-production services for this photo/video event.

The photographer/videographer will do his/her best to capture the day in a manner that is pleasing to the clients. Raj Studios is not responsible for capturing images that aren't requested.

The photographer/videographer will do his/her best to capture the day in a manner that is pleasing to the clients. However, events involve many unforeseen circumstances that sometimes preclude the taking of certain images. These circumstances may include time constraints, late members, or even the Client desiring a shot, but forgetting to ask for it. The client is responsible for requesting specific shots in writing. Even with this list of desired photographs, the Client hereby agrees that they maintain the responsibility of seeing that any specific photographs are taken. This is done by reviewing the photography/videography list with the photographer/videographer on the day of the event, so the Client can prioritize photographs as event circumstances change and may necessitate the altering of the list.

It is understood that Raj Studios has the priority for the acquisition of photos and video. This condition is of the utmost importance to the natural flow, creativity, and sequence of the creative service, without the distractions likely to occur. It is the responsibility of your family and friends to assist in enforcing this policy.

The client will actively work to help the photographer/videographer do their job by ensuring that other videographers and amateur photographers don't get in the way. In the end, however Raj Studios, will be paid even if the client allows others to get in the way. In other words, relatives and friends CAN take pictures while the photographer/videographer is working IF the Client allows it, but they might impair the photographer/videographer's work and the eventual quality of the products.

The shooting and editing of video footage shall be carried out at the artistic discretion of Raj Studios which shall shoot and edit as far as possible in compliance with any special wishes of the clients, but no special requested footage or still image is guaranteed to be included. It is also agreed that color-saturation, contrast levels, and the quality of images in the Client's final photo/video images shall be left to Raj Studios' artistic integrity. The Clients accept that any work shown as an example is a representation of the general style and quality of Raj Studios' product but that each photo / video situation shall produce different results.

If you have any specific video / photo needs, you must clarify them with Raj Studios, otherwise the photographer/videographer and editors will use their best judgment for the production. If you have an invitation for the event please provide Raj Studios a copy prior to the event so that Raj Studios can ensure the correct spelling of the people of importance. If there are any items that you wish to be included in the production/post production of your video, i.e. invitation, CD's, photographs, credits information, etc, it must be submitted by the date of the event. Raj Studios cannot guarantee proper spelling titles and credits if an invitation and credit list are not submitted.

WORKING CONDITIONS: Client must provide a safe working environment and is responsible for any theft or damage to equipment done by guests.

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FOOD: If coverage is greater than 5 hrs, Client will provide a meal when guests are served or inform the photographer/videographer beforehand that he/she needs to bring food.

LIMITATION OF LIABILITY:

Extreme professional care and diligence will be exercised by the studio in the provision of the photo/video service, but no warranty is expressed or implied.

While every effort is made to produce and deliver quality video/photos of the event, liability for any lack of video / photo procurement due to the unforeseen absence of necessary individuals, unforeseeable technical difficulty, uncontrollable and unforeseeable equipment failure, insufficient time, lack of cooperation, or to any event beyond the reasonable control of Raj Studios is limited to monies received for services, minus tape, travel, and other miscellaneous items.

Raj Studios are not to be held responsible in the event of adverse weather conditions, unfavorable traffic conditions or any other catastrophic event that results in the delay of a timely arrival to the photo / video event by the photographer/videographer, members of your party, sub-contractors, vendors, performers, or any other service providers which may curtail the holding of the photo / video shoot at the designated time and place.

The Clients acknowledge that there are elements beyond Raj Studios' control in providing photo / video services. These could include, but are not limited to, the following: faulty material, equipment failure, loss of master tapes, industrial disputes, civil disturbances, weather conditions, acts of God, and non-attendance in the event of an accident or illness occurring on or before the date services are scheduled to be provided. This limitation applies to all production and post-production services rendered.

In the case a particular segment of the event being either not recorded, partially recorded, or not a part of the edited master tape, it is at the sole discretion of Raj Studios and producer of the photo / video recording. If something occurred at the event that the Client does not want to appear on the video, the Client must instruct Raj Studios before editing begins.

You are hiring Raj Studios to make a photo / video production for private home use and indemnify Raj Studios for any potential violation of the rights of participants.

Raj Studios takes the utmost care in producing the Client's photo/video project. In the unlikely event that a problem arises at Raj Studios' end, and Raj Studios is unable to provide any photo/video material, all monies paid will be refunded. Raj Studios is not responsible for loss of photo, video or audio quality due to restrictions at event locations. Raj Studios does not guarantee any particular shot, effect, interview or special request.

In the case of faulty material, equipment failure, loss of master tapes, or non-attendance by the photographer/videographer due to illness, accident or any circumstance beyond Raj Studios control, Raj Studios sole liability shall be limited to a refund of any money pre-paid under this agreement, and shall nullify any further obligation of the Clients or Raj Studios.

The studio shall not be liable to the clients for any unintentional loss, damage, or injury caused by on-site equipment or personnel.

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