



WEDDING VIDEOGRAPHY / PHOTOGRAPHY CONTRACT

"THE CLIENT" Refers to the person/s enquiring about or completing the booking or on behalf of the person/s the booking relates to.

"GMTMT Films" Refers to the provider of service/s being Photography and or Videography

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between GMTMT FILMS and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties except those transmitted and agreed in writing. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. RESERVATION: Upon your signature, GMTMT FILMS will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, a Booking Fee is required and is non- refundable, even if the date is changed or the wedding cancelled for any reason. The Booking Fee is to be paid at the time of signing the contract. The Booking Fee is applied towards the contracted wedding videography / photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding videography / photography package described in the contract is due in full fourteen (14) days prior to the day of the wedding.

3(a). CANCELLATION/POSTPONEMENT BY PANDEMIC / EPIDEMIC: The Booking Fee is applied towards the contracted wedding videography / photography package to secure the date. THE CLIENT understands and agrees that the fee is paid for the videography / photography package. In the event of Pandemic or Epidemic forcing cancellation of the contract, the Booking Fee can be used by THE CLIENT as credit to secure an alternate date or alternative service. The Booking Fee is not redeemable for cash under any circumstance. The balance of any outstanding money due is cancelled with the entire booking. Any advance money paid by THE CLIENT will be refunded or become a credit for future use.

3(b) . CANCELLATION/POSTPONEMENT BY FORCE MAJEURE, INCLUDING ACTS OF GOD, FIRE, STRIKE OR EXTREME WEATHER: The Booking Fee is applied towards the contracted wedding videography / photography package to secure the date. THE CLIENT understands and agrees that the fee is paid for the videography / photography package. In the event any of the events in this clause eventuate, forcing cancellation of the contract, the Booking Fee can be used by THE CLIENT as credit to secure an alternate date or alternative service. The Booking Fee is not redeemable for cash under any circumstance. The balance of any outstanding money due is cancelled with the entire booking. Any advance money paid by THE CLIENT will be refunded or become a credit for future use.

3(c) . CANCELLATION/POSTPONEMENT: In the event that THE CLIENT cancels or postpones the contracted services for wedding videography / photography outlined in this contract before the wedding ceremony takes place, the Booking Fee will be forfeit. Should THE CLIENT change the original wedding date GMTMT FILMS will re-book the new date providing the new date is available. Should GMTMT Films be unavailable for the new date we shall not be held accountable. The balance of any outstanding money due is cancelled with the entire booking. Any advance money paid by THE CLIENT will be refunded or become a credit for future use.

4. PRE-EVENT CONSULTATION: Pre-event follow up by THE CLIENT is recommended before the wedding date in order to finalise the actual shooting times and locations. This should occur on or at least four weeks prior to the date. THE CLIENT shall make contact with GMTMT FILMS to arrange a suitable time and date to meet or make contact via email.

5. EVENT GUIDE: GMTMT FILMS will require time to set up for certain events on the wedding day. Generally 1 hour prior to commencement of the Ceremony is needed to set up cameras and audio equipment. THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific videography shots are desired. The videographer will NOT be held accountable for not covering desired people if there is no one to assist in identifying or gathering people for the specific coverage.

6. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. GMTMT FILMS is not responsible for key individuals' failure to be present or to cooperate during the event, neither for missed footage due to details not revealed to GMTMT FILMS. GMTMT FILMS recommends that THE CLIENT designate a "event guide" (see PRE-EVENT CONSULTATION above) to point out important events to be covered.

7. SHOOTING TIME / ADDITIONS: The videography / photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and GMTMT FILMS agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start early or late due to any reason whatsoever, GMTMT FILMS will not be held liable for any footage / photography not taken.

8. HOUSE RULES: The videographer / photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the videographer / photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; GMTMT FILMS will offer technical recommendations only.

9. DIGITAL FOOTAGE / PHOTOGRAPHS & COPYRIGHTS: The footage and photographs produced by GMTMT FILMS is protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without GMTMT FILMS giving explicit written permission. THE CLIENT, has limited copyright ownership of the resulting footage / photographs and will be transferred to THE CLIENT under the following conditions:

- The footage / photographs and final production are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of such footage to friends and relatives.
- THE CLIENT must obtain written permission from, and compensate GMTMT FILMS prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the footage for profit.

10. MODEL RELEASE: THE CLIENT hereby assigns and grants GMTMT FILMS and its legal representatives the irrevocable and unrestricted right to use and publish footage / photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases GMTMT FILMS and its legal representatives and assigns from all claims and liability relating to said footage and photographs. It is agreed that GMTMT FILMS may display and use the footage or photographs taken for advertising, display, website and internet promotion, video production contests, public display such as in malls, instructional purpose, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by GMTMT FILMS.

11. EXCLUSIVITY / GUEST VIDEOGRAPHY: It is understood that GMTMT FILMS will act as the sole and exclusive professional wedding videographer and/or photographer

12. GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc...) to provide any needed information and cooperation to the videographer / photographer. Coordination with other service providers is necessary to complete all of the events as scheduled. THE CLIENT should share the videography / photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. GMTMT FILMS will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers or videographers for the attention of the subjects. Unchecked guest conduct that interferes with videography / photography may seriously affect the quality of the footage / photographs taken and increase the number of times shots must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of GMTMT FILMS, it will result in the early or immediate departure of the videographer / photographer. THE CLIENT understands that in such an event, no refunds will be granted. THE CLIENT will be responsible for the costs of any repair or replacement.

13. COMPLETION SCHEDULE: Editing footage / photographs from multiple cameras and audio sources into the final feature film takes approximately 5 months. Due to uniqueness of each wedding THE CLIENT agrees it is difficult for GMTMT FILMS to provide an exact delivery date. GMTMT FILMS will always provide honest updates. Photographs are delivered approximately 4-5 weeks after the wedding. Times may alter depending on what time of the year the wedding takes place.

14. RAW FOOTAGE: THE CLIENT provides permission to GMTMT FILMS to short list the footage within the edit to maintain the package guidelines and time-frame of the final edit. RAW footage is not made available to THE CLIENT unless prior arrangements have been made and agreed upon by both parties.

15. FINAL DELIVERY: GMTMT FILMS will contact THE CLIENT when the final edit is complete, and GMTMT FILMS will provide THE CLIENT with tracking identification of the parcel once in transit or a working internet link to the files.

16. PAYMENTS: THE CLIENT agrees that the deposit is required within 7 days at the time of contract acceptance and 100% of the remaining balance is due fourteen (14) days prior to the day of the wedding. No exceptions. Failure to finalise an invoice by this time may result in the videographer / photographer not arriving.

17. METHOD OF REMUNERATION: Payment to be made in cash. Methods of payment are listed in THE CLIENTS invoice.

18. PENALTY FEES & CHARGES: THE CLIENT or a representative of THE CLIENT is required to advise the videographer / photographer should extra coverage be required. GMTMT FILMS will not be liable for any footage or photographs missed should events run past the designated time-frame. GMTMT FILMS advise THE CLIENT to communicate any such delays in proceedings. Should the event run overtime, past the agreed package allowance THE CLIENT agrees to payment of \$150 per hour or \$75 per half hour to GMTMT FILMS.

19. RIGHT OF WITHDRAWAL: Should GMTMT FILMS discover new information, changes to agreed circumstances, or other factors which tend to circumvent its policies may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times and late payments are examples of contributing factors. Should GMTMT FILMS initiate the withdrawal, all fees will be returned.

20. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative videographer / photographer. GMTMT FILMS will make every effort to secure a replacement videographer / photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. GMTMT FILMS takes the utmost care with respect to recording, transportation and processing of footage; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT footage or photographs being lost, corrupted, stolen or destroyed for reasons within or beyond GMTMT FILMS control, there will be no liability.

21. QUANTITY OF FOOTAGE AND PHOTOGRAPHS TAKEN AND TAKING OF SIMILAR FOOTAGE / PHOTOGRAPHS: In order to ensure that the footage / photographs desired by THE CLIENT is recorded and preserved for them, and to lessen the possibility of equipment or videographer / photographer error, there are some poses and group shots that will be taken multiple times and or with multiple cameras. This is done to ensure that if a person blinks, distractions in the background which are not initially seen, hair, clothes or equipment (camera, light, audio or some other item) fails to work as expected another piece of footage or another photograph using the same or different camera has also recorded a similar image. GMTMT FILMS will use the most appropriate footage / photograph within the final edit. Multiple cameras: When footage / photographs are taken with multiple different cameras, each one will have a different type of lens attached. This results in slight perspective changes (wide angle on one camera, standard lens, or a telephoto lens on a camera) and thus also more variety to choose from while performing the final edit. Multiple images with same camera: When this is done, two or three similar lots of footage will be recorded. Different camera settings are sometimes used to ensure proper exposure which may not always be noticeable. THE CLIENT should realise that up to 1/4 of the footage recorded may not be provided in the final edit. As each event is different, where the booked package nominates approximate quantities of images or footage, GMTMT Films will not be held liable for delivering less than the approximated quantity for whatever reason.

22. NON-GUARANTEE: Although every possible care will be taken to produce footage / photographs of all important and special events during the wedding, GMTMT FILMS cannot place an unconditional guarantee on the above. GMTMT FILMS will not be held responsible for any ruined footage due to guests' (or any other) flashes; or any other ruined footage due to any other cause in or outside of GMTMT FILMS control.

23. PERFORMANCE: The performance of this contract on behalf of GMTMT FILMS shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

24. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

25. AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and GMTMT FILMS at the time of acceptance of this contract shall be recognised as amendments to this contract.

26. PROFESSIONAL IMAGE/ FINAL FILM MANIPULATION: GMTMT FILMS will allow for limited professional footage / photography manipulation (if technically possible) on footage during final edit. This includes cutting and colour correction. The removal of people and/or objects, insertion of missing people and/or objects, special effects, portrait glamorisation etc...will be at an additional charge of \$300 per hour. The same rate is applicable should THE CLIENT wish for the final film or photography to be altered in any way. It is understood that if a technicality prevents GMTMT FILMS from performing requested footage / photography manipulation / alteration, or if a technicality prevents the final result meeting THE CLIENT'S requirement, THE CLIENT will reside with the fact that GMTMT FILMS has performed to its best ability with regard to the specific task and that GMTMT FILMS has no further responsibility towards said footage / photography manipulation and no refund will be offered.

27. On THE CLIENT agreeing to pay the booking fee, this contract will be executed.