

CONTRACT FOR VIDEOGRAPHY & PHOTOGRAPHY SERVICES

This agreement (“Agreement”) constitutes a binding contract for videography & photography services and/or products. By signing this Agreement, the clients, identified on page three of this Agreement (collectively referred to below as “Client”) agrees to pay *Kensie Webster Photo + Film* for the services and/or products provided by *Kensie Webster Photo + Film* at the price set forth on page three of the Agreement.

The following terms and conditions shall also apply to Client’s engagement of *Kensie Webster Photo + Film*:

1. EXCLUSIVITY: *Kensie Webster Photo + Film* shall be the only **videography & photography** service provider retained by the Client for the event identified on page three of this Agreement (referred to below as the “Event”). IF *Kensie Webster Photo + Film* is booked by the client for ONLY photography or ONLY videography; an additional company is permitted to shoot at the same event aside *Kensie Webster Photo + Film*. Family and friends of Client shall be permitted to videotape and photograph the event, for non-commercial purposes, provided that such person or persons do not interfere with the videographer & photographer’s duties. If, in the opinion of the assigned videographer & photographer, such person or persons are inhibiting the videographer or photographer from performing his or her duties, Client shall require the person interfering with the videographer or photographer to stop all further videotaping or photography. IF the additional company hired by the client chooses to infringe upon *Kensie Webster Photo + Film’s* terms and services; *Kensie Webster Photo + Film* holds the right to ask the other company to refrain from

continuing to do so.

2. VIDEOGRAPHER & PHOTOGRAPHER: *Kensie Webster Photo + Film* shall assign a videographer & photographer from its staff exclusively

for Client's Event. If necessary, assistants to such videographer & photographer shall attend the Event. *Kensie Webster Photo + Film* reserves the right to change any initial assignment and substitute another staff videographer or photographer at any time due to illness.

Due to the length of time required to videotape & photograph the Event, Client agrees to provide the photographer and/or videographer and any assistants with a meal during the Event.

3. ILLNESS, UNEXPECTED EVENTS, BOOKINGS: *Kensie Webster Photo + Film* will not be liable to Client under any circumstances if its performance is prevented or impaired due to war, insurrection, strikes, walk-outs, riots, fire, acts of God, including adverse weather conditions and earthquakes, shortages or unavailability of labor or materials, laws or governmental restrictions which conflict with the terms of this Agreement, or any other matter beyond the reasonable control of *Kensie Webster Photo + Film*. In the event of any unanticipated videographer or photographer illness *Kensie Webster Photo + Film* shall make reasonable efforts to substitute another competent professional. If another videographer or photographer cannot be assigned in time for the Event, *Kensie Webster Photo + Film* shall promptly return to Client all fees previously paid by Client, and shall then have no further liability with respect to this Agreement. *Kensie Webster Photo + Film* reserves the right to decline outdoor videotaping or photography in the event of inclement weather. Client is responsible

for providing an alternate nearby location in the event of inclement weather. It must be understood that upon signing this contract, Kensie Webster is not the only eligible photographer for the event. If Kensie Webster can not attend your event due to personal circumstances and you have already signed this contract, she will offer the service of her associates. If the client chooses to deny the service of Kensie Webster Associates, then Kensie Webster will find a new photographer for the wedding event (package prices may vary). Kensie Webster may not make this change within 7 months of the wedding date; However, if more than 7 months are remaining until the date, changes may occur.

4. LIQUIDATED DAMAGES: Client and *Kensie Webster Photo + Film* recognize it is extremely difficult and impractical to ascertain the extent of Client's actual damage in the event of a breach on the part of *Kensie Webster Photo + Film*. Therefore, the parties agree that in the event of any breach arising from the negligence or other unintentional conduct of *Kensie Webster Photo + Film*, including, without limitation, any damage to or loss of any videotape footage or photographs, Client shall be entitled to the following: IN THE EVENT OF DAMAGE TO OR LOSS OF ANY VIDEOTAPE FOOTAGE OR PHOTOGRAPHS: A percentage reduction in the price of the video & photo package, based upon the amount of actual tape- time which has been damaged, lost or not captured. Client would then receive the final product, containing the footage & photographs from the Event, which was captured, not lost or damaged. IN THE EVENT OF DAMAGE TO OR LOSS OF ANY PHOTOGRAPHS: Payment in the sum of \$1.00 per/lost damaged photograph. The return of such fees and payment of such damages shall be the sole and exclusive remedies available to Client.

5. NON-REFUNDABLE RESERVATION FEES: A reservation deposit of **\$300** is due upon the signing of this Agreement. Once the Agreement is signed and the deposit is paid, *Kensie Webster Photo + Film* shall reserve the time and date agreed upon for the Event and will not make other reservations that will conflict with the Event. For this reason all reservation fees are NON-REFUNDABLE. **Please note that this contract will be terminated if the deposit is not paid within 5 days of signing this contract.**

6. PAYMENT SCHEDULE: The payment schedule will be as follows: 1. \$300 - NON-REFUNDABLE.

2. Remaining balance due 1 month prior to event.

** (See last page for breakdown of fees and package details)*

Should any check fail to clear the account against which it is drawn (for any reason, including insufficient funds), Client shall pay an additional fee of \$35.00.

7. CHANGE IN DATE, TIME OR PACKAGE SELECTION: Client may upgrade Client's package selection at any time until the day of the event. However, under no circumstances shall Client be permitted to change its selection to a lower-priced package. In case of a change in the time or date of the Event, *Kensie Webster Photo + Film* shall make reasonable efforts to accommodate the change. However, if the new time or date conflicts with *Kensie Webster Photo + Film* existing schedule, *Kensie Webster Photo + Film* reserves the right to terminate the Agreement. In the event of such termination, Client shall forfeit any previous non-refundable deposits.

8. VENUE, ATTORNEY'S FEES AND APPLICABLE LAW: The validity and interpretation

of this Agreement shall be construed in accordance with the laws of the Province of Alberta. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. Unless otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Each party represents that all required authorizations for its execution of this Agreement necessary to make this instrument binding in accordance with its terms against such party have been obtained and are in effect.

9. PUBLICITY RIGHTS/PROMOTIONAL USE OF IMAGES: The parties agree that *Kensie Webster Photo + Film* videos for exhibition to other potential clients of *Kensie Webster Photo + Film*.

10. MODIFICATIONS: This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by *Kensie Webster Photo + Film* in connection with the Event. It is intended by each party to constitute the final written memorandum of all of their agreements and understandings in this transaction. No covenants, warranties, and/or representations, expressed or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth above. If either party to this Agreement has attempted to make such covenants, warranties, and/or representations, promises or prior agreements, they are each superseded hereby and waived. Any waivers, terminations, amendments or modifications of, or additions to,

this Agreement must be in writing signed by the party against which the enforcement of such writing is sought.

11. CREATIVE CLAUSE: It is understood that *Kensie Webster Photo + Film* is the exclusive official videographer & photographer retained by the Client to cover this event. *Kensie Webster Photo + Film* is granted full editorial, production and content control by the Client regarding all aspects of the production and post- production services. In the case a particular segment of the event is either not recorded, partially recorded, or not photographed, it is at the sole discretion of *Kensie Webster Photo + Film* as the exclusive Producer. If something occurred at the event that Client does not want to appear on the final edited videotape or in photographs, the Client must instruct *Kensie Webster Photo + Film* with-in two weeks after the event. Any requests for changes, that are not the result of errors by *Kensie Webster Photo + Film* will be made at the current rate per hour for editing and labor. *Kensie Webster Photo + Film* cannot guarantee video or audio quality due to restrictions imposed at and/or by the event location. Because the videographer & photographer cannot interrupt or interfere with the ceremony in any way to correct less than satisfactory shooting conditions, the Client shall insure the placement of the bridal party, officiant(s) and altar decorations does not obscure or block the view of the bride and groom. We are not responsible for shots

that are missed or omitted because of videographer or photographer being blocked. *Kensie Webster Photo + Film* retains the exclusive right to edit all content.

12. BRIDAL PACKAGE ADD ON: It must be understood that IF the bridal session is booked out of *Kensie Webster Photo + Film's* city limits; a travel fee will be applied.

The bridal session date may be negotiated between client and *Kensie Webster Photo + Film* and it **MUST** be held within 2-4 weeks before or after the wedding.

13. KENSIE WEBSTER PHOTO + FILM ASSOCIATES: Upon signing this contract, the client gives permission to *Kensie Webster Photo + Film* to assign an associate to photograph or film the wedding event within the province of Alberta, Canada. In the event of a client booking for a destination event located outside of Alberta, Canada, *Kensie Webster* will constitute as the main photographer/ videographer.

14. TRAVEL FEE AND ACCOMMODATIONS: Upon signing this contract, the client agrees to pay **ALL** of the travel fees required for *Kensie Webster Photo + Film*. If *Kensie Webster Photo + Film* will be travelling for the event: one flight, rental car and a two-night stay accommodation is required. If the client hopes to book for a second shooter travelling from the same location as *Kensie Webster*; half of the total amount for the second shooters flight must be provided as well. If the event is within Canada, the client may choose for *Kensie Webster Photo + Film* to hire a second shooter of the event destinations location.

14. CLIENT INFORMATION Bride name: _____ Contact number:

Additional contact name/number (not the groom): _____

Groom name: _____ Contact number: _____

Additional contact name/number (not the bride): _____

Address of ceremony: _____

Address of reception: _____

Start time: _____ End time: _____

15. BREAKDOWN OF FEES AND PAYMENT SCHEDULE DATE OF WEDDING:

_____ Package Video Selection:

PHOTO: ___ FILM: ___ PHOTO + FILM ___ (check the applicable package)

Package Price Video: _____

Package Total Hours To Book: _____ Package Price Photo: _____ Package

Price Photo + Video: _____ Travel Fee (accommodation, etc): _____ GST:
_____ (0.5%)

Total Package Price: _____

Deposit: _____

Balance due: _____

Remaining Balance: _____

We look forward to working with you!

Client's Name (Please Print) Client's Signature Date

Kensie Webster Photo + Film Make checks payable to Mackensie Webster

E-transfer to kensie.webster@gmail.com (PLEASE DO THE DEPOSIT PAYMENT

PROMPTLY)