

TERMS & CONDITIONS FOR THIMISY PHOTOGRAPHY

Bride full name (Client): _____

Groom full name (Client): _____

Date of Wedding: _____

Ceremony Time: _____

Ceremony Venue: _____

Reception Venue: _____

Package booked:

This Agreement is made effective for all purposes in all respects as of ____ (date) by and between Timisy, (hereinafter referred to as "The COMPANY") and _____ (Client Name) (hereinafter referred to as "The CLIENT") relating to the event(s) detailed below, hereinafter referred to as "The EVENT(S)".

ENTIRE AGREEMENT: This agreement contains the entire understanding between Timisy and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and retainer fee are required to reserve the dates and times of the EVENT(S). If a retainer fee is not requested, this is at the sole discretion of the COMPANY. If the EVENT(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the retainer fee is non-refundable and shall be liquidated damages to Timisy.

EVENT SCHEDULE: The client agrees to confirm the schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

EXCLUSIVITY: The CLIENT agrees and understands that no other party other than the COMPANY may take pictures or video of any poses, lighting situations or setups made by the photographer/videographer unless agreed in writing by the COMPANY prior to booking.

Prior to booking, the COMPANY must be made aware by the CLIENT if any other photo or video service provider has been contracted for the same event.

SHOOTING TIME / ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT does not arrive at the appointed time for the EVENT(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

RESPONSIBILITIES: The COMPANY is not responsible for compromised coverage due to causes beyond the control of the COMPANY including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the locations. The COMPANY is not responsible for backgrounds or lighting 0

conditions which may negatively impact or restrict the photo/video coverage. The COMPANY is not held liable for missed coverage of any part of the EVENT(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S).

VENUE AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the COMPANY will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the COMPANY will be performing services.

FILM and COPYRIGHTS: The photographs and films produced by the COMPANY are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY's explicitly written permission. The COMPANY grants the CLIENT permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and feature a textual credit to the COMPANY ("Thimisy"). The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the photographs.

MODEL RELEASE: The CLIENT hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs of the CLIENT /GUESTS or in which the CLIENT /GUESTS may be included, for

editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction.

The CLIENT releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the assigned photographer/videographer from the COMPANY 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 the COMPANY, the COMPANY 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 EVENT(S).

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY's control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY's liability is limited to the return of all payments received for the EVENT(S). 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. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package.

PERSONAL ACCIDENT: Any directions issued to CLIENT, their guests or employees during a photographic/video shoot are deemed to be at said persons own risk. The COMPANY cannot be held responsible for any personal accidents during a photographic/video shoot.

SAFETY: The COMPANY reserves to right to terminate coverage and leave the location of the EVENT(S) if the photographer/videographer from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT(S); or in the event that the safety of the photographer/ videographer from the COMPANY is in question.

CAPTURE AND DELIVERY: The COMPANY is not liable to deliver every image/recording taken at the event. The determination of images/recordings delivered to the CLIENT is left to the discretion of the COMPANY. The number of images/recordings that are to be delivered depends on what Package the CLIENT has agreed and paid for.

RECEIVING IMAGES & FILES: The CLIENTS images/films will be ready within 16 weeks of your wedding date. Best endeavors will be made to make images/films available before the delivery time stated.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images/films are left to the discretion of the COMPANY.

All photograph and image sizes are nominal. The Photographer/videographer will provide a pleasing colour balance but cannot guarantee exact colour matching. In the case of part mono/part colour images, the colours used will be subject to the photographer's artistic interpretation and will be deemed to be correct. All photographs supplied by the COMPANY are produced to the highest standards using the best latest processing techniques. All pictures/films are presumed to have been received in good condition unless the CLIENT notifies the COMPANY in writing of any discrepancy or error within 14 days of receipt.

Copyright music is never used in video editing in line with the law. Natural sound captured from the cameras on the day is used at the discretion of the COMPANY. The ceremony and speeches will be filmed in full using multiple angles and high quality audio if this is included in the package booked.

Any special requests regarding the images/videos should be submitted prior to the wedding on the pre wedding questionnaire and are subject to approval by the photographer/videographer.

REFUND POLICY: The photographer/videographer will not refund, nor accept the return of/refusal to pay charges for, any technically acceptable photograph/film supplied either in print or in electronic format. No exception can be made as we cannot be held responsible for individual tastes or exceptions.

PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed.

ARCHIVAL OF IMAGES: The COMPANY deletes all RAW images/files 6 (six) months after delivery of the final JPEG/video files to the CLIENTS. Once the COMPANY delivers the final JPEGs /files to the CLIENTS, the CLIENTS accept all responsibility for archiving and protecting their images. The COMPANY does not permanently archive image files.

COMPLAINTS: Any complaints should first be raised by the CLIENT with the COMPANY in writing/email within 14 days from the date of receipt of images/films.

ON THE WEDDING DAY: The COMPANY should be supplied with enough time at Bridal prep, group shots and couple session to complete the task required by the CLIENT (to be agreed via email prior to the CLIENTS arrival or at the pre wedding meet).

Other persons may take photographs at the wedding and reception, however all "formal" or other shots set up by the COMPANY are for the COMPANY to use exclusively. It is the CLIENTS responsibility to inform all guests of this policy. This is to ensure the COMPANY are of a constantly high standard.

The COMPANY cannot be held responsible for unusable formal photographs due to distractions from clients' guests (eyes closed, looking wrong way etc) and in other circumstances beyond the COMPANY's control. The couple session with the COMPANY is to be carried out alone, without guests, to allow the couple time to relax and work with the COMPANY.

If you have booked a full day package the COMPANY will require a full meal each and appropriate drinks during the day each. This is to be served at the beginning of the dinner time and a table and chairs needs to be provided.

The COMPANY will require the details of one guest to use as a liaison with client's guests on the wedding day, usually the best man or similar.

Upon signing this agreement, the CLIENT acknowledges that they are familiar with the COMPANYS portfolio and the style and standard of photo and video which are provided. www.thimisy.com @thimisy

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Client Signatures:

I confirm that I have read and understood this contract, and I agree to enter into this contract with The COMPANY