

Social Joy Films Policies

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY (Social Joy Films) and the CLIENT. 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.

DEPOSIT: Deposits and all payments are non-refundable in accordance with this contract, a written cancellation notice must be given prior to the EVENT date to cancel the EVENT and forfeit the deposit/payments.

Any promotion applied during the booking of the EVENT will be subject to revocation if guest list or package services decrease. All promotion changes are made at the sole discretion of management.

RESERVATION: A booking invoice and a minimum 25% deposit fee are required to reserve the date and time of the EVENT. If the EVENT is rescheduled, postponed, or canceled; or if there is a breach of contract by the CLIENT, the deposit and all subsequent payments are non-refundable and shall be liquidated damages to the COMPANY. The CLIENT shall also be responsible for payment for any of the COMPANY's materials charges incurred up to time of cancellation.

EVENT SCHEDULE: The CLIENT agrees to confirm the schedule one-week prior to the EVENT. 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.

SAFETY: The COMPANY reserves the right to terminate coverage of the EVENT if any individual from the COMPANY experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the EVENT; or in the event that the safety of the individuals from the COMPANY is in question.

PAYMENTS: Final payment is due 30 days before the EVENT. If the Final payment is not received by contractual due date a late fee will be assessed and late fee must be paid with the final payment when submitted. If final payment is not received 2 weeks before the EVENT at the latest and other arrangements or notice have not been submitted to management in writing for rescheduling the EVENT, the EVENT will be considered canceled and all previous payment will be forfeited.

Any charges incurred during the EVENT or any other outstanding balance is due at the time of the EVENT, payable by cash, Visa, or MasterCard.

COMPANY reserves the right to cancel any party for any reason concerning safety, Act of God, or

non-payment deemed necessary by management and will refund the full amount paid to the payee if said cancellation does not occur due to non-payment, catastrophe or non-insured EVENT and occurs 72 hours or more before the start time of the EVENT. Refunds will be issued via check to the primary payee name listed on the invoice. If cancellation occurs after the expiring time of 72 hours before the EVENT COMPANY shall have no obligation of refund.

PHOTOGRAPHY & VIDEOGRAPHY SERVICES

CLIENT agrees and acknowledges as follows: COMPANY may edit and use the footage/photos it captures at EVENTS hosted by COMPANY for marketing and promotional activities and for any other lawful purpose in the ordinary course of its business.

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, 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.

EXPENSES INCURRED : When applicable, the CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by 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 conditions which may negatively impact or restrict the photo coverage. The COMPANY is not held liable for missed coverage of any part of the EVENT. The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT.

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.

RAW IMAGES: The COMPANY will not give out RAW and/or unedited images. If it is for printing please ask for assistance.

CREATIVE CONTROL: The COMPANY will keep all RAW images taken during an EVENT and will give the CLIENT the completed edited copies. The COMPANY has the right to photograph in its own photographic style as displayed on social media and website. The CLIENT is free to suggest any poses or ideas.

LIMIT OF LIABILITY: In the unlikely event that the assigned photo/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. 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 liability is limited to the return of all payments received for the EVENT. 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 or one year.

OWNERSHIP: Upon payment in full to the COMPANY of all amounts due, ownership and possession of the digital images will be given to the CLIENT. The COMPANY will share the copyright of photographs and/or videos taken on the noted EVENT date as samples of the photo/videographer's work, for the purposes of window and showroom exhibits, advertising including printed publications, professional competition, editorial control and the world wide web.

COMPLETION SCHEDULE: Editing and uploading to an online gallery creation takes six to eight weeks. If completion will take any longer than eight weeks, the COMPANY will notify the CLIENT as soon as possible. CLIENT accepts all responsibility for archiving and protecting the photographs and videos. Photo/videographers are not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read USB provided. It is the CLIENT's responsibility to make sure that digital files are copied to new media as required.

OVERTIME: On the invoiced EVENT date, the number of hours offered is meant to begin when the photographer walks into the first venue and ends when they complete breakdown at the last location. All overtime will be billed, and is to be paid at the overtime rate of (\$175.00) per hour.