



## **IMPORTANT NOTES**

- Listed prices do not include HST.
- Extras hours will be added if any in the total invoice, paid in full prior to delivery.
- Booking fee non-refundable under any circumstances. In the event of the Clients cancelling the wedding/Event for whatever reason the booking fee is non-refundable.
- Booking fee – Wedding/event date is reserved after only after the payment of booking fee.
- You should understand that by booking any of our services, you agree to be bound by these terms and conditions.

## **BOOKING FEE/ BREAKDOWN OF PAYMENT**

Option 1 - 50% of the total payment,  
Rest 50% before 7 days of first shoot day/on the day before shoot.

Option 2 – 35% of the total payment  
Rest 65% before 7 days of first shoot day/on the day before shoot.

Payment. Unless otherwise stated, we accept certified cheques, Interac e-Transfers, credit cards (Mastercard, Visa), and cash. MISSED PAYMENTS: If the client does not pay all the fees on time they risk the photographer/videographer voiding the contract and cancelling the wedding/Event.

ENTIRE AGREEMENT This agreement contains the entire understanding between Nisarg Media Productions and It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed/digital approved by all the relevant parties. When you booked us or pay the deposit its understood and agreed to the terms and conditions mentioned above and below.

Booking Fee.

A DEPOSIT/BOOKING FEE TO SECURE THE DATE PAYABLE ON EXECUTION OF THIS AGREEMENT. THIS DEPOSIT/BOOKING FEE IS NON REFUNDABLE OR TRANSFERABLE IN THE EVENT OF CANCELLATION, IT BEING THE AGREED LOSS SUFFERED BY THE COMPANY DUE TO CANCELLATION. Booking fee non-refundable under any circumstances.

Cancellation

The Client may cancel this contract at any time by giving written notice to Nisarg Media Productions (The Photographer/s/Videographers )but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

Display

The client(s) hereby allow(s) the NisargMediaProductions to display any photograph/content



covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, social media, sample albums etc.

**HOUSE RULES:** Note the Photographers/Videographers are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example, some ministers insist that no flash photography is allowed, and others will insist that the Photographers/Videographers shoot from a specific location. In such circumstances, the Clients agree to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary negotiate with the personnel concerned.

**LIMIT OF LIABILITY:** If a Photographer/Videographer is too ill or becomes injured and cannot supply the wedding services specified above the Photographer/Videographer will book a replacement wedding Photographer/Videographer at no extra cost to the clients. The Photographers/Videographers have working methods in place to prevent loss or damage to your images and or video. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

**OTHER PHOTOGRAPHERS:** We always suggest that you tell your guests to enjoy the day with you since you are hiring professionals. However, guests are more than welcome to take photos at the wedding. Please inform them to be mindful of us so they are not getting in the shots. If a shot is ruined because of a guest getting in our way, we are not responsible.

**Reshoots:** Client will be charged 100 percent fee and expenses for any reshoot required by Client. For any reshoot required because of any reason outside the control of Client, specifically including but not limited to acts of God, nature, war, terrorism, civil disturbance or the fault of a third party, Photographer will charge no additional fee, and Client will pay all expenses. If Photographer charges for special contingency insurance and is paid in full for the shoot, Client will not be charged for any expenses covered by insurance. A list of exclusions from such insurance will be provided on request.

**Loss of Product.** In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Vendor shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Each party hereto hereby undertakes not to cause any harm to the other party's reputation in the market and not to make, whether directly or indirectly (including through any of its affiliates, officers, employees or directors), any negative or disparaging remarks about such party or any of its affiliates, officers, employees, directors (in each case, in their capacities as such), products, services or business practices. You agree that you will not make any negative comments or defamatory remarks, in writing, orally or electronically, about the Company or any other Release and their respective products and services. Client further agrees that they will not disparage Photographer/videographer, or post any negative comments, reviews, feedback, complaints, insults, or other counter-productive content about Photographer or services provided in any



online forum, chat room, or message board, including but not limited to Facebook, Twitter etc.

## **GENERAL VIDEOGRAPHY TERMS**

**Delivery Format:** Videos will be delivered in "MP4" Format. Clients will NOT receive any raw footage from the highlight video/Main video.

**Delivery Date:** We agree to deliver the video within 90 days after the wedding. The video will be uploaded to YouTube/vimeo for easy sharing with your friends and family along with a download link. If a USB is included in your package then a meeting will be set up for that to be delivered.

**Video Edit Revision:** Only once revision will be made and any changes after first revision will be paid extra per hour. Revision should be given within 7 days of delivery.

**RE-EDIT:** If you want something edited in your highlight video you get one free re-edit. Any edits after will be charged on a hourly rate for editing, exporting and uploading.

**MUSIC COPYRIGHT:** We normally pick your first dance song to use over the highlight video or a song of your choice. There is a chance that YouTube will block the video because of copyright issues with the music label. In this event we would have to find another song to play over the video.

**RAW RECORDING:** Raw videos are recorded from a unmanned tripod and camera. We are not responsible if guests with their cellphones or cameras jump in front of the camera to take their own photos and block the view.

## **GENERAL PHOTOGRAPHY TERMS**

**PHOTOGENIC ENVIRONMENTS CREATE PHOTOGENIC PHOTOS:** We are limited on how good the images we take are based on our locations. Example, if we are in a small messy room doing your getting ready shots that will reflect in the photos. We will not clean for you.

**MODEL RELEASE:** The Clients grant the Photographers/Videographers consent to use the photographs and videos of the Clients on social media and for advertising purpose The Clients hereby release the Photographers/Videographers from all liability and claims regarding the images and video.

**DELIVERY FORMAT:** Images will be delivered in "JPG" format. Clients will NOT receive unedited "RAW" files.

All image sizes are determined by the photographer. Images cannot be altered in any way without express permission of the photographer. The Photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. For a



booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

#### Retouching

All images will be adjusted for exposure, brightness, contrast, sharpness, etc the Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

**PHOTOS:** After a wedding/Event, we go through eliminating any images that were blurry, test shots, unflattering, eyes closed or duplicate shots of group photos. Everything else will be edited and submitted to you. You will not receive any of the eliminated images.

**DELIVERY DATE:** The Photographer agrees to deliver the digital images by Dropbox/googledrive/wetransfer within 90 days after the wedding. The online gallery on Dropbox/wetransfer/googledrive will remain active for 7 days then taken down. If a USB is included in your package then a meeting will be set up for that to be delivered or we can mail it to your house.

#### Delivery

Any concerns from photography and videography deliveries we made needs to be raised with in 15 days from date of delivery. We will look into your concerns and try to help you in best possible way. Please note that once we have delivered, it very difficult for us do any changes based on your concerns.

In case of any rare, unfortunate circumstances on our part, the above assignment is to be cancelled then the advance taken shall be refunded without interest or a substitute team may be arranged. Instances where extra events or hours get changed or additional days get added to events, an extra cost will be charged.

Retrieval Photo/Videos – Min charge of \$250 after 3 months of delivery of photo-video.

**ONE WEEK BEFORE:** We will ask/ Update us if any changes for the final addresses of all the day's events such as start times, grooms getting ready location, brides getting ready location, venue and any other locations you wish to take photos/videos at.

**OVERTIME:** If you require the photographers/videographer to stay passed the agreed upon time then a fee of \$150+ per hour will be charged. 1 hour of notice must be given. This fee due before our departure from your wedding. Please have cash ready or create the etransfer ahead of time and give us the password at our departure. Photographers/videographers are not required to stay overtime, they will stay if available.

**HIDDEN FEES: PERMITS/ENTRANCE/PARKING FEES:** The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the Photographer/Videographer will be



performing services. The clients are responsible for covering any entrance fees or parking for the photographer and videographer.

Travel and parking. Travel in vehicles operated by Nisarg Media Productions within the GTA is included in all packages. Fees paid for parking the car on the day of your event and within the scope of the team's work are not included in the price of service, and will be invoiced within two weeks following your event, to be paid in full before delivery. Additionally, fees associated with hired vehicles, such as taxis and ride-sharing services, and all modes of public or mass transit (bus, train, boat, plane, etc.), are not included in the price of service, and will be invoiced within two weeks following your event, to be paid in full prior to delivery. Outside gta travel cost will be added.

REUPLOADING IMAGES: After the 20 days your online gallery will be removed. If you require us to upload them again because you didn't download them in time then a fee of \$200/6months will be charged. We try to keep your images as long as we can but in case of hard drive failures or other unforeseen events your images may not be available for uploading in the future.

#### Data Backup Policy

We will keep your original data for six months as backup data. In case of lost data happened at your side within six months from wedding date, we could send it again with only shipping cost & copy cost charge. We will recommend you make multiple copies to any other media at your end, as we are not liable for the loss of images after six months from wedding/event date.

VENUE VIEWING: We normally do not view the venue before the wedding day. If it is a must for you that we go view the venue a fee of \$250 will be charged.

MEALS: You are not required to provide a vendor meal. If a meal is not provided, we will step out to quickly eat.

The session fee retainer is due at the time of booking and secures your session date. The session fee retainer is non-refundable, however, transferable for 12 months should you need to reschedule. Cancellations related to Covid-19 are extended for 24 months.