

THE PARTY TECHNICIAN

WEDDING SERVICE AGREEMENT

(Without prejudice to rights)

Please complete and mail to thepartytechnician@yahoo.com with as much information as possible. This form will give us a detailed breakdown of your wedding day and needs.

Customer's name and surname: _____

Customer's physical address: _____

Customer ID number: _____

Wedding date: _____

Videographer's start and finish time on the day: _____

Wedding Ceremony Venue: _____

Wedding Ceremony Venue Address: _____

Wedding Ceremony Venue Phone number: _____

Wedding Ceremony Venue Alternative Phone number: _____

Wedding Ceremony Venue e-mail address: _____

Wedding Reception Venue: _____

Wedding Reception Venue Address: _____

Wedding Reception Venue Phone number: _____

Wedding Reception Venue Alternative Phone number: _____

Wedding Reception Venue e-mail address: _____

Wedding Planner Name and Surname: _____

Wedding Planner's Company Name: _____

Wedding Planner's Cell phone Number: _____

Wedding Planner's e-mail address: _____

Name and Surname of Person responsible for payment: _____

ID Number: _____

Address: _____

Cell phone number: _____

E-mail address: _____

Bride's name and surname: _____

Bride's cell phone number: _____

Bride's alternative cell number on the wedding day: _____

Bride's e-mail address: _____

Address of Bride's preparation (Hair, make-up, etc.): _____

Groom's name and surname: _____

Groom's cell phone number: _____

Groom's alternative cell number on the wedding day: _____

Groom's e-mail address: _____

Address of Groom's preparation: _____

THE PARTY TECHNICIAN

TERMS & CONDITIONS

Please make sure that you read and understand everything before signing.

1. DEFINITIONS

For the purpose of this agreement, “the videographer(s)” shall refer to THE PARTY TECHNICIAN - VIDEOGRAPHY or any other videographer(s), second videographer(s) and/or assistant(s) appointed by THE PARTY TECHNICIAN. “Video(s)” means the recording, reproducing, or broadcasting of moving visual images recorded by a videographer. Videos usually have audio components that correspond with the pictures being shown on the screen.

This agreement is deemed as accepted when payment of the deposit fee is made. The due performance of the agreement is subject to the conditions below and cannot be varied in any way by the clients unless expressly agreed by THE PARTY TECHNICIAN in writing.

2. FEES AND PAYMENT

A 50% booking fee is required in advance upon booking THE PARTY TECHNICIAN’s services. The booking will only be secured when the full booking fee has been received. The booking fee is non-refundable in case of cancellation or date change by client, to secure the photographer’s services for the day, and is to be paid immediately to book the date. The amount still outstanding must be paid 7 days prior to the date of the event. Upgrade packages and extras are payable at time of ordering.

Should the client wish to have the shoot or wedding images to be done on a location which requires a permit or additional fees for using the location, it will be the responsibility of the client. The packages offered by THE PARTY TECHNICIAN does not provide for such expenses.

Only payments by EFT or cash deposit will be accepted. We do not have credit facilities.

3. CANCELLATION

If alterations are made to the booking by the client(s) once details have been confirmed, it is the client's responsibility to inform THE PARTY TECHNICIAN immediately. If the videographer(s) should be unable to accommodate alternative arrangements (such as the change of ceremony venue/date/time) the videographer(s) are not liable to compensate the client(s) in any way whatsoever.

In the highly unlikely event of cancellation by THE PARTY TECHNICIAN, or unavoidable total videography failure, the videographer's liability shall be limited to a full refund of any booking fees and fees paid. Re-shoots may be arranged if practicable, but the videographer(s) will not be responsible for any further costs. THE PARTY TECHNICIAN will endeavor to appoint other videographer(s) in the unlikely event that they are unable to attend a booking. However it may prove difficult or impossible to find a skilled replacement videographer at short notice or at the same price.

4. SECOND VIDEOGRAPHER(S) AND/OR ASSISTANTS

It is understood and agreed that no other videographer will be allowed to shoot at the wedding. Snapshot cameras of guests are welcome –they must however not interrupt during the shoot while THE PARTY TECHNICIAN is working. It is the couple's responsibility to inform all guests that THE PARTY TECHNICIAN will get first preference to shoot videos. THE PARTY TECHNICIAN cannot take any responsibility if a moment was ruined due to a guest obscuring the view and preventing THE PARTY TECHNICIAN from capturing a specific shot. It is advised, but not obligatory, that the bridal couple should ask guests to refrain from taking images and/or videos while the bride / wedding couple is walking in to / out of the church, stay off the dance floor during the first dance and to give the couple and videographer(s) space during the cutting of the cake. No other person will be allowed to join the couple during the main couple shoot or to take photos, but are welcome to do so afterwards.

THE PARTY TECHNICIAN should be informed whether there is going to be a photographer or guest taking videos and/or photos at the wedding. Should the client fail to inform the videographer(s) if there is a photographer / guest taking photos and / or videos, THE PARTY TECHNICIAN cannot be held responsible should it interfere with THE PARTY TECHNICIAN's operations resulting in missed footage.

It is also advisable that only one photography team be at work at the wedding, and that no-one else apart from THE PARTY TECHNICIAN and the official wedding photographer be allowed to erect permanent tripods and/or stands, as this will limit the videographer(s) maneuverability and might prevent the videographer(s) to capture a certain moment, in which case THE PARTY TECHNICIAN cannot be held liable.

5. RIGHTS TO VIDEOS

The videos shot by THE PARTY TECHNICIAN are intellectual property of THE PARTY TECHNICIAN. By accepting this agreement with payment of the booking fee, the client hereby allow THE PARTY TECHNICIAN to display any videos covered by this agreement and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the videos are used lawfully and without damage to the client. The client also releases THE PARTY TECHNICIAN from any claims of remuneration associated with the use of the videos.

Should the client request that the videos MAY NOT be used for any specific purpose (such as an advertising campaign, submissions to competitions, etc.), an additional fee may be payable based on the nature of the request. Such requests must be stated in a separate agreement drawn up by THE PARTY TECHNICIAN, detailing the terms of usage as well as the fee associated. The separate agreement will only be deemed acceptable if it is signed by THE PARTY TECHNICIAN, the main videographer, second shooter and/or assistant(s) and the client(s).

The client will use the videos solely for his/her personal use and any purpose usually associated with non commercial engagement. The client is free to use the video(s) for any Bridal/Wedding competitions if recognition is given to THE PARTY TECHNICIAN and the PARTY TECHNICIAN's logo or watermark is clearly visible on the video(s) used.

6. VIDEOGRAPHER DISCRETION

By signing this agreement the client agrees that THE PARTY TECHNICIAN was chosen as the videographer for the specific style and accepts and acknowledges that THE PARTY TECHNICIAN and any other videographer(s) and/or assistant(s) working under THE PARTY TECHNICIAN has their own unique style and that the discretion and judgment of THE PARTY

TECHNICIAN is accepted regarding poses, lighting, shooting, editing and physical product produced.

7. PRODUCT DELIVERY, SELECTION, EDITING AND EDITING TIME

For the Economic, Median and Deluxe videography packages, two to four weeks must be given (from the event date) to the videographer to professionally edit the footage that was taken at the event. For the Ultra, Extreme and Hollywood videography packages, four to eight weeks must be given (from the event date) to the videographer(s) to professionally edit the footage that was taken at the event.

The client shall refrain from contacting THE PARTY TECHNICIAN to inquire whether and when the videographer(s) will be done. All such requests on progress will be disregarded. THE PARTY TECHNICIAN will contact the client as soon as the photograph(s) and final goods are ready for collection.

No other person except the videographer is allowed to re-edit the footage, if the client wishes to have his/her footage edited in any other way, the videographer should be the one to do so, however extra costs will be involved for editing time. Only if written permission is acquired from the videographer, another person may edit/enhance the footage. This is solely to protect the name and the reputation of the videographer.

Once the client has been notified that the final product (which will include everything in the package chosen and agreed upon) is complete, the client may arrange a time and date with THE PARTY TECHNICIAN for the final package to be collected.

8. HOURS & MEALS

THE PARTY TECHNICIAN requires the client to provide a meal and seating for the videographer(s) and assistant(s) where their total number of hours of shooting is 5 hours or more. The total hours included in the client's package includes travel time and shooting time from the moment the videographer arrives at the first location to the time the videographer leaves the last location. Should the wedding/event/shoot not go according to schedule, any extra hours incurred will be billed additionally at R1000.00 per hour or part thereof.

No discount will be given for already booked hours in the event that the wedding finishes earlier than planned.

9. TRAVELLING

The first 50 kilometers of all traveling done will be free of charge. After the first 50 kilometers (to and from the required locations), traveling cost will be charged at R3.50 per kilometer travelled on the day in relation to the wedding (to and from getting ready locations, ceremony and reception venue).

A discount will be given after 200 kilometers (excluding the first 50 kilometers) should the client arrange so with THE PARTY TECHNICIAN. Any additional traveling required on the day which was not included on the estimate or made known to THE PARTY TECHNICIAN beforehand, will be subject to payment by the client.

THE PARTY TECHNICIAN does not subtract the initial traveling time to the first location, and from the last location, from the hours covered in the package. Only the time travelled between locations (for example from the church to the reception venue) will be subtracted from the hours covered in the package.

Additional copies of DVD's and / or Blu-rays after the initial order has been completed and collected will subject to additional traveling and delivery costs.

10. ACCOMODATION

Should the traveling time extend two hours from the wedding reception and the reception ends anything from 23:00, the client will be required to provide separate and private accommodation to THE PARTY TECHNICIAN videographer as well as the second shooter(s) and/or assistant(s)(depending on the package booked and paid for). Should the traveling time extend four hours from the wedding reception, accommodation must be provided to THE PARTY TECHNICIAN videographer and the second shooter and/or assistant(s) regardless of the time the reception ends.

In the event that THE PARTY TECHNICIAN videographer as well as the second shooter and/or assistant(s) had to fly to the location of the wedding, 2 nights' accommodation must be provided

to THE PARTY TECHNICIAN videographer as well as the second shooter and/or assistant(s) (evening before the wedding and evening after the wedding).

Accommodation must be clean, neat and private, and must be discussed with THE PARTY TECHNICIAN before all arrangements are made.

11. VIDEO SHOOT TIME ALLOCATION

Preparation of the groom = 30 minutes

Preparation of the bride = 30 minutes

Family and/or friends group photos = 15 – 30 minutes

Bridal party = 20 minutes

Couple shoot = around 30 to 45 minutes (excluding travelling to and from the locations).

Should there not be enough time allocated by the wedding couple for each shoot, THE PARTY TECHNICIAN cannot be held responsible if there are not an adequate amount of videos taken. A detailed program should be provided to THE PARTY TECHNICIAN two weeks prior to the wedding in order to give enough time to discuss and amend certain detail / times should it be necessary.

The bridal couple must take THE PARTY TECHNICIAN videographer into account when deciding what time of the day to do certain shoots, especially the couple shoot as the sun will play a big role in the outcome of the final videos. Any details concerning shoot times must be discussed with THE PARTY TECHNICIAN before arrangements and schedules are finalized.

THE PARTY TECHNICIAN cannot be accountable for poorer audio should the vows or speeches or prayers be un-amplified with no microphone or upon outdoor ceremonies with wind interferences (despite using a “ dead cat “ wind cover over the microphone to reduce low frequency wind shudder.)

In addition poor audio from inferior equipment, such as microphones and speakers and/or speaker placement from the clients chosen DJ.

Including the bridal party and guests making speeches when they fail to hold the microphone correctly and not close enough to project their voices properly.

Every effort will be done to capture the audio properly with the External Rode NTG 2 Directional Shotgun microphone that is usually very successful.

12. WEATHER/CLIMATE CIRCUMSTANCES/ SOUND

In the event of unfavorable weather / climate circumstances, THE PARTY TECHNICIAN cannot be held responsible for producing fewer videos than estimated, or for videos that may be impossible or unpractical to shoot in the weather / climate circumstances. No refund or discount will be given in such events. A re-shoot may be arranged, however additional costs may be involved.

13. LICENSE & COVERAGE

For bookings involving a church ceremony or at certain other venues, videographer(s) movements are sometimes restricted by the minister or official in charge. Recording of parts or even all of the ceremony may be restricted or prohibited, as may the use of artificial lighting. In certain cases it is possible to acquire a license, allowing the videographer(s) permission to record the venue or parts thereof.

In the event that a license should be obtained to allow the videographer(s) to record videos within or around such venues, the client would be responsible in obtaining such a license. If the client fails to do so, the videographer(s) cannot be held responsible for limited coverage in such cases.

Whilst the videographer(s) shall endeavor to fulfill the client's requirements, they cannot be held responsible for non-availability of subjects or adverse conditions which may delay the progress of proceedings, preventing the coverage of certain specified footage. Although every effort will be made to comply with the client's requirements, the videographer's judgment regarding the location, poses and duration of footage taken shall be deemed correct.

14. VIDEO REPRODUCTION

Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibers, it is sometimes impossible to record on Filmcamera the exact colour of materials as perceived by the human eye. When editing videos, the videographer(s) will endeavor to achieve a overall colour balance. It is understood that some colours may not remain consistent throughout footage owing to variations in lighting conditions.

It is also understood that all footage is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of footage made at different times or in varying sizes may also be variable. Due to the limitations of computer monitors it is understood that footage may appear differently according to the specification of each monitor and that the footage will not match images rendered on any particular computer monitor.

THE PARTY TECHNICIAN uses only quality branded DVD's, ensuring each is checked before dispatched, but it remains the responsibility of the clients to check the disks for in-transit damage should the final product be couriered. The videographer(s) cannot be held responsible for damage to equipment resulting from defective media. All footage and edits quoted are approximate and subject to the discretion of the videographer(s).

15. PERSONAL INJURY OR DAMAGE TO PRIVATE PROPERTY / BELONGINGS

THE PARTY TECHNICIAN does not take any responsibility for any injuries that may arise throughout the day or part of the video shoots, or for any personal belonging that may be damaged during the shoot. THE PARTY TECHNICIAN will however ensure that all videographic and lighting equipment is placed and handled up to safety standards, but take no liability, should this equipment cause any injuries to the clients, guests, staff or anybody present at the wedding. All poses will be done out of free will and will not be forced onto the wedding couple. THE PARTY TECHNICIAN takes no responsibility for any permanent damage that may be done to the wedding dress and/or other clothing during the shoot.

SIGNATURES

I state that I have read the above 11 page agreement, prior to its execution and that I am fully familiar with the contents thereof. Please make sure to initial each page on the bottom right hand corner.

Client Name(s) and Surname(s): _____

Client signature in full: _____

Date signed: _____

Place: _____

Please scan and mail this 12 page agreement along with proof of payment in pdf format to the following e-mail address: thepartytechnician@yahoo.com

Our Banking Details :

Bank: First National Bank (FNB)

Type of account: Cheque account

Account holder: Gerhard Meyer

Branch: Brackenfell

Branch code: 201210

Account number: 620 298 04 095

The reference: Client name and surname

THANK YOU FOR CHOOSING THE PARTY TECHNICIAN.

LOOKING FORWARD TO YOUR WEDDING DAY. ☺