

PHOTOGRAPHER / CINEMATOGRAPHER SERVICE AGREEMENT

THIS AGREEMENT is made as of the **04-03-2025**

BETWEEN:

1. Mixing Point Cinematography, hereinafter referred to as "The Director" and
2. **Jay Patel** hereinafter referred to as "The Client"

WHEREAS:

1. The Director is a player within the Photography and Cinematography industry offering a wide range of coverage services.
2. The client is **Jay Patel** looking for services to cater for **WEDDING** events
3. The Director will provide services as stipulated in Appendix 1 and The Client has confirmed the deliverables.
4. This agreement is legally binding upon signing of both parties.

TERMS:

THE DIRECTOR:

1. Is obligated to provide services hereunder as per stipulated terms and agreement.
2. Is exempted from providing services in the agreement as a result of sickness, accidents, act of God and other reasons beyond The Director's control. A replacement will be proposed where possible. In cases where a replacement is not possible, Director will refund the deposit to the Client.
3. Will provide edited number of photos as agreed in the quotation. Edited photos will be delivered under 8 weeks depending on when the Client has chosen said photos.
4. Is not obligated to provide more images than what has been prior agreed, unless requested by The Client at an additional pre-agreed cost.
5. The final post productions and editing styles, effects, and the overall look of the images are left to the discretion of the Director
6. Will deliver photos and/or videos to client as agreed in the quotation.
7. Will provide details of the team for Transport and Accommodation in the event of an Out-of-Nairobi event.
8. Will charge the client Kshs. 10,000 Per Team, as waiting time after providing a grace period of One (1) hour from agreed start / end time.
9. Will not be liable for compromised coverage due to causes beyond the control of the Director including but not limited to obstructive guests, lateness of the clients or guests, weather conditions, schedule complications, in correct addresses provided by client, renderring of decorations, or restricting of locations.
10. Director is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo/video coverage.
11. Director is not liable for missed coverage of any part of the events.
12. Director will not be liable for failure to deliver images of any individuals or any objects at the event.
13. Director retains the right to destroy all client photos/videos upon handover of the final product. All Client material will be deleted 3 Months after final handover of the product. Director accepts no liability of loss/damage of client personal property to aid productions, eg hard drive, flash disks etc.
14. Director will provide a web link for photos/videos(expires within 3 months)
15. Director will give a complimentary couple photoshoot pre or post. Subject to availability of the client and the director. Please note: This photoshoot is complimentary.

THE CLIENT:

1. Agrees to pay The Director a non-refundable "Initial Payment" 50% (Fifty Percent) of the total value of the agreed amount upon signing of the contract. (Secures The Director's and The Client's Commitment to the event).
2. Agrees to pay The Director the balance amount 1 week prior the event.
3. Will shortlist and finalize the images to be edited within 3 months of the final event and thereafter the director will provide the edited work within a period not exceeding 8 weeks.

Client accepts Directors decision on creativity within the product(s) or service(s) . Video/Photo edits done by the director are final edits and cannot be reedited. Any special requirements should be discussed prior to booking.

Any further amendments to edited material will be chargeable

4. Will provide a written brief for their coverage and agree to the same with The Director before the event.
5. Will ensure to provide undisturbed coverage area, including informing family and guests, to the best of their ability to allow the team to capture uninterrupted coverage by avoiding camera blocking/interruptions or similar barriers.
6. Will obtain all necessary permissions for coverage. This includes any government, location, or such like approvals or fees. The Director will not be liable or responsible for any interruptions/inability to shoot resulting from non-compliance of location agreements/permissions and licenses.
7. Will ensure the below, if the event is outside Nairobi
 - a. Transport and Accommodation (In a hotel, Full Board) for the entire team.
 - b. The entire team will be accommodated in one place, Preferably the Same Place for the Majority of Events Happening.
 - c. Check in to the Hotel 1 day before the event date to ensure recce and pre-planning is done.
 - d. Check out of the Hotel 1 day after the event (past midday) to ensure proper team clearance and exit.
 - e. Client needs to pay for the mode of transportation (by air or road)
8. Will provide start and end timings and dates of all the events and will ensure to follow the same.
9. Will provide secure coverage areas in the event of rain or other severe weather conditions that could damage equipment.
10. Agrees FULL use of Photograph (s) and Video (s) taken during or after the event to be used for:
 - a. The Director's Portfolio
 - b. Promotions
 - c. Social Media & Digital Marketing
11. Agrees to provide complete information of cultures, protocols and restrictions that The Director and the crew must follow and adhere to due to religion and spiritual reasons. The same will be shared with The Director in writing.

INDEMNIFICATION:

1. The Director and The Client agree that The Director is not obligated to capture specific moments, poses and person (s) during the event unless specifically instructed by The Client in the brief.
2. The Client agrees to indemnify The Director for any damage, loss, liability incurred in the event The Director is unable to perform the services in this contract due to causes out of control such as sickness, accidents, acts of God etc. In such an event, The Director will refund the "Initial Payment" made by The Client in relation to the particular event.
3. The Client agrees to indemnify The Director for any liability, damage or loss caused or related to technology failure including loss of data. The Director will attempt to recover the data to the best of his/her ability.
4. The Client understands and agrees that The Director is not obligated to retain copies of coverage from their events exceeding six (6) months from when the final files have been delivered to The Client.
5. The Client agrees not to hold The Director responsible or accountable for any personal injury that may occur to The Client as a result of poses / works with The Director.
6. The Client Indemnifies The Director, crew members and their equipment for any 3rd Party damages / losses for any incidents that may occur during events that our out of The Director, crew members or their equipment's control.
7. The Client will not hold The Director or crew member responsible for any issues caused due to lack of information on following any religious regulations.

TERMINATION:

1. In the event The Client cancels the contract before completion, The Director is not obligated to return the "Initial payment".
2. In the event caused as a result of sicknesses, accidents, acts of God, Covid-19 or reasons beyond The Client's control, and The Client wishes to reschedule the event, the "Initial Payment" will be carried forward and new dates discussed upon the availability of The Director.
3. In the event of any such reschedules, The Director will provide his available time slots where strict commitment policy and first come basis bookings are accepted and prioritized.

PAYMENT SCHEDULE:

The mentioned 50% non-refundable retainer is due at the time of signing of agreement. The remaining balance is payable in full one week prior to the EVENT(S). In the event the CLIENT fails to remit payment as specified, Mixing Point/Director shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not deliver the product.

OTHER SERVICES:

The below is applicable only if The Client has agreed with The Director about providing the below services and stated the same in Appendix 1.

1. **Live steaming:**
 - a) The Director will be indemnified for any issues arising during live streaming caused by the below reasons:
 - i. Lack of strong and stable internet connection within the area of function.
 - ii. Live streaming stopped by the service provider due to copy right claim.
 - b) In the event of an issue with the Live Streaming link, The Director will provide a new link.
 - c) The Live Stream is only available during the event, and access to the link will be terminated once the event is over with no access to content.
2. **Drone:**
 - a) Services will not be provided during rain or severe weather conditions that could result in equipment damage.
 - b) Aerial footage will only be provided if:
 - i. Weather is good (refer to a)
 - ii. Airspace is clear from obstructions including power lines, tall building etc.
 - c) The Director will comply with all Rules and Regulations stipulated by the law as stated that
 - i. "Drones shall not fly above 400 feet AGL or within 164 feet (50 meters) of any person, vessel, or vehicle that is not a part of the operation".
 - ii. No drones will be allowed near or around any government base lands.

IN WITNESS WHEREOF both parties agree to the terms of this contract hereto the day and year first hereinbefore written.

THE CLIENT

Signature: _____

Name: _____

Date: _____

ID / Pin No: _____

Contact No: _____

Email: _____

THE DIRECTOR

Signature: KAPIL_____

Name: Kapil A Joshi_____

Date: 04-03-2025_____

ID / Pin No: 561698_____

Contact No: 0718300033_____

Email: mixingpointkenya@gmail.com_____

APPENDIX 1

List down the services you are provided and the cost associated to each line item.

Pooja Ceremony(30th Aug 2024) from 12:00 PM - 14:00 PM,



We make Your Day Memorable