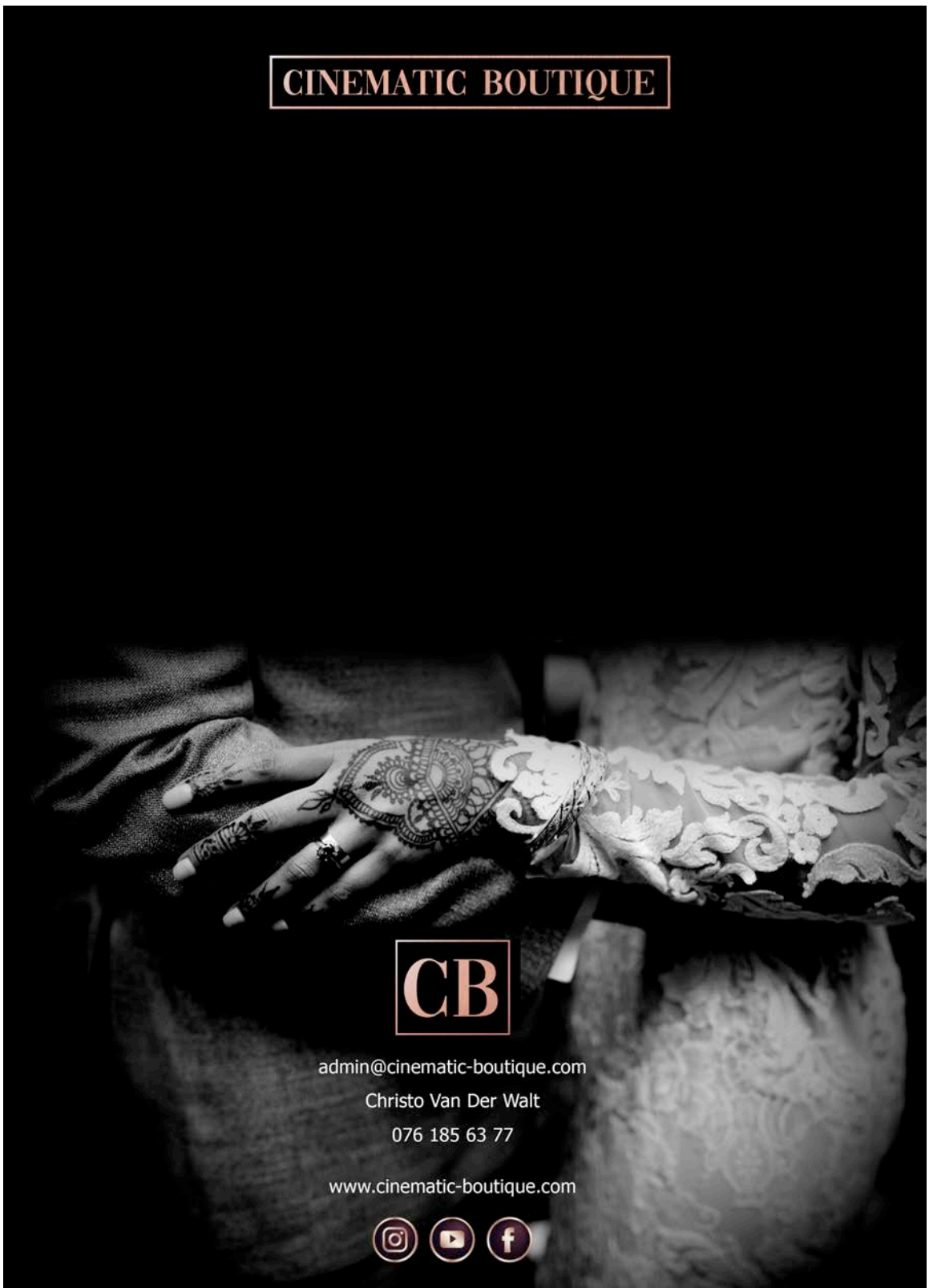


# CINEMATIC BOUTIQUE



[admin@cinematic-boutique.com](mailto:admin@cinematic-boutique.com)

Christo Van Der Walt

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Name & Surname of Client: \_\_\_\_\_

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Contact Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Wedding Location and Address: \_\_\_\_\_

Reception Location and Address: \_\_\_\_\_

Date of Wedding: \_\_\_\_\_ Time event starts: \_\_\_\_\_ Time event ends: \_\_\_\_\_

Other Times/sessions agreed upon: \_\_\_\_\_

Brides Name: \_\_\_\_\_ Phone : \_\_\_\_\_

Address for preparation: \_\_\_\_\_

Email: \_\_\_\_\_

Grooms Name: \_\_\_\_\_ Phone : \_\_\_\_\_

Address for preparation: \_\_\_\_\_

Email: \_\_\_\_\_

Package Chosen: \_\_\_\_\_

Videography: \_\_\_\_\_

Drone: \_\_\_\_\_

Extra Photo Shoots: R \_\_\_\_\_

TOTAL COST: R \_\_\_\_\_

This agreement constitutes an order for videography services, which involves digital video. It is understood that digital files remain the property of Cinematic Boutique and they may be used for advertising, display or any purpose thought proper by the videographer. Uses may include posting to videographer's website, Facebook, or advertising, bridal show or other mediums.

<b>Definitions:</b> <u>The Client-</u>	Shall refer to Cinematic Boutique customers
<u>Date of event</u> -	Shall mean the date specified on the schedule
<u>Videographer</u> -	Shall mean any videographer/s employed by Cinematic Boutique Company.
<u>Images</u> –	Shall include video footage
<u>Cinematic Boutique</u> –	Shall mean Cinematic Boutique (PTY) LTD 2014/025475/07

**Terms and conditions:**

1. Booking fees are non-refundable and no changes to the agreed date will be entertained.
2. If the client cancels the wedding the booking fee will not be refunded unless the videographer can book another wedding at the same or better rate on the same exact date.
3. The booking fee only covers the specified booked date. If the wedding date is changed the booking fee will only cover the new date if the videographer is available on this new date and agrees in writing to the change of date.

Payment Schedule :

- 3.1 50% payable on acceptance of this agreement
- 3.2 50% two weeks prior to the date of the wedding.
4. No work will be undertaken unless payment is made strictly in accordance with clause 4.

6. The capturing and editing of images is done at the videographer's instance and discretion, the videographer uses his/ her discretion and expertise to capture and edit in their own style which the client has viewed and accepted as satisfactory. No discount will be given for failure to capture or edit any image/s which is not deemed necessary by the videographer whom shall have an absolute and exclusive discretion over what images are required. Unedited images will not be provided to the client.
8. Collection will be the responsibility of the client. Cinematic Boutique may in its discretion agree to deliver the Data USB to a mutually convenient location. Should a Courier be required the Courier costs must be covered by the client.
9. Please ensure 2 seats are provided for the videographer and the second videographer at the reception with meals and soft drinks provide by the client.
10. It is essential to adhere to the pre-arranged times in order to achieve optimum videographic opportunities. Should additional hour be required the videographer may consent to undertake the additional work at a rate of R2000 per hour.
11. The videographer cannot be held liable for bad lighting conditions, weather changes and/or poor sound equipment which would affect the quality of the video. Any obstructions or Water Fountains on the stage which effect the quality of the video are the responsibility of the Client. Cinematic Boutique shall not be liable for any defects resulting there-from.
12. Although utmost care will be taken with the capturing and creation of digital images, the videographer shall not be liable for loss, damage or failure to deliver images as a result of any mechanical or equipment malfunction. The videographer agrees to the return of a portion of the contract price prorated by estimated number of lost images. After videography is completed, all digital images will be securely transferred to dual external hard drives for archiving purposes.
13. In the unlikely event that the videographer are injured, become to ill or has an emergency that prevents them from capturing the event, Cinematic Boutique will make every effort to secure a replacement videographer. If a suitable replacement is not found then the Client agrees that the Liability of Cinematic Boutique shall be limited to the return of all payments received for the event. Cinematic Boutique takes the utmost care with respect to the exposure, storage and capturing and processing of images but does not guarantee that the images will not be lost, stolen or destroyed for reason within or beyond Cinematic Boutique's control. The client further agrees that Cinematic Boutique shall only be liable for a prorated percentage of images lost calculated as a portion of the total number of images lost as percentage of images which was to be provided.

14. Notwithstanding anything to the contrary contained in this agreement The videographer will not be liable for any loss, or damages arising out the theft of or loss of videographic equipment including memory devices.
15. The Client chooses as their *docmicilium citandi et executandi* the following address:  
  
\_\_\_\_\_ (This must not be a postal address but an actual physical address)
16. Notwithstanding anything to the contrary contained in Clause 4 of the Contract, in the unlikely event that videographer agrees to perform his/her obligations in terms of the contract without the balance of the payment being secured, then the balance of the payment shall be due owing and payable on the day of the wedding. No Footage will be provided until payment has been made in full.
17. This agreement represents the whole agreement between the parties and no changes, alterations and/or amendments shall be of any force or effect unless reduced to writing and signed by all the parties hereto.
18. The Client is aware that the videographer/s are limited by the guidelines of the ceremony official or reception venue management. The Client agrees to accept the results that may occur from said guidelines. Negotiation with the officials for alteration of guidelines is solely the Clients responsibility.
19. Any images produced by the videographer are subject to Copyright Law (all rights reserved) upon full payment by the client the client is granted a limited license to use and display the Footage for personal use.
20. The client hereby grants to Cinematic Boutique, its representatives, agents or assigns the unrestricted right to use and publish images of the Client for editorial trade, advertising or any other reason and in any manner or medium and to alter the image without restriction.  
The Client releases Cinematic Boutique its agents, representatives, heirs or from any claim whatsoever arising from or related to the use of the images.
21. Kindly ensure that all music required for the video is supplied to the studio prior to the wedding day. The editor reserves the right to continue and finalize the editing if these items are not received in time.
22. Traveling within a radius of 100km from Durban will be included in the price. Any distance covered thereafter will be charged at R5/km. Should there be a need for

videographers to stay overnight, due to the duration of the work and excessive distance; such accommodation will need to be provided by the client. An additional email will be sent to you regarding the additional amount due for travel expenses, if applicable.

23. Unless otherwise agreed, Cinematic Boutique will be the main videographer at the event. The Client agrees that guests may not record the video of the assigned videographer, the setups, poses or arrangements without prior permission. The parties agree that good faith cooperation and communication between them is important in obtaining a good result. Cinematic Boutique suggests that the client identifies to the videographer important people during the event and associated portraits, if they wish to have their image captured. Cinematic Boutique and its employees shall not be responsible for failing to capture a desired guest if there is no one to assist in gathering and identifying people for video recording. Cinematic Boutique shall not be responsible if a key individual fails to appear or cooperate during videography for missed images due to details not revealed to Cinematic Boutique or beyond the videographers control.
24. Cinematic Boutique does not do/host live viewings or provide screens and/or projectors.

Client signatures

1. \_\_\_\_\_ (Print Name) \_\_\_\_\_

Cinematic Boutique signatures

2. \_\_\_\_\_ (Print Name) \_\_\_\_\_

Date signed: \_\_\_\_\_