

#### **Photography Agreement**

## **BETWEEN**

Sequence Media Enterprises Inc. of 2700 Bathurst Street 801 Toronto, ON M6B 2Z7 info@sequencemedia.ca 416-731-6830

## AND

# Michelle Albert and Anthony Jagdeo

This Photography Agreement, (hereinafter referred to as the "Agreement"), entered into this 19th day of January, 2016 is between Sequence Media Enterprises Inc. (hereinafter referred to as the "Photographer") and Michelle Albert and Anthony Jagdeo, (hereinafter referred to as the "Clients") for the purposes of providing photography services on the date(s) and time(s) as indicated on Schedule A of this Agreement.

#### Scope of Work:

Sequence Media Enterprises Inc. and its authorized associates ("Photographer") will be the sole professional photographers employed for the reception day. Simultaneous photographic coverage by another professional photographer (excluding video) releases Photographer from this agreement and immediately terminates service coverage. Friends and family are encouraged to operate cameras on the condition that they do not interfere with or hinder professional coverage.

Photographer agrees to provide Clients with photography services as detailed below:

#### Price and details:

# \$800, Wedding Reception, January 23, 2015

1 photographer will be provided

4 Hours of photography throughout your one-day event

All of your pictures will be provided on USB

Cloud storage for 1 year after wedding for easy access of images

All your pictures will be colour corrected, high resolution and non-watermarked copies

(Approximately 10-15% of your pictures will be artistically edited and will be provided alongside the original image.)

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## Terms of Payment:

Clients agree to remunerate the Photographer for the chosen services according to the following terms of payment:

- First payment/retainer due at the time of signing the contract (30%): \$240
- Final payment of remaining balance due when album(s)/photos are received (70%): \$560
- Payments can be made by cash or personal check payable to Sequence Media Enterprises Inc. (please do not mail cash)

All fees are **non-refundable** except where noted in this Agreement. Unused credit balances will not be refunded. Non-payment of any fees above as described above releases the Photographer from any and all obligation defined in this Agreement.

For the purposes of this Agreement, the number of hours offered as part of the each package commences at the time of Photographer's arrival at the first location and ends upon departure from last location. The Bride and Groom agree to be billed for further overtime at a rate of \$150 per hour.

# **Photography Coverage:**

The style of photographic coverage will be predominately photojournalistic in style, featuring events and people of the day as the day unfolds. At the request of the Client, this style will be supplemented by the period of time allocated from within the coverage hours, during which time, the photographic coverage can range from a style of relaxed portraiture to formal portraiture.

## Artistic Style:

Clients acknowledges that Sequence Media Enterprises Inc requires and retains discretion as to how its services shall be provided (e.g. choice of poses, lighting, lenses, etc.); that Clients are familiar with the Photographer's portfolio and is requesting services with knowledge of the Photographer's style; that Photographer's work is constantly evolving; that Photographer's services are of unique, and artistic nature; that the images created may be different from images taken by the Photographer in the past; and that in creating the images, the Photographer shall use their personal artistic judgment to create images consistent with their personal vision of the wedding/session, which vision may be different from Clients and /or the Subject's vision of the wedding/session. Accordingly, Clients acknowledge that the images shall not be subject to rejection on the basis of taste, esthetic criteria, or personal appearance.

Termination:

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Photographer reserves the right to terminate this Contract at any time due to personal injury or ill health preventing the Photographer from performing the duties outlined in this Agreement, in which case all monies paid by the Clients will be refunded in full.

Photographer reserves the right to terminate this Agreement 12 (twelve) months prior to the date of the wedding, in which case all monies paid by clients will be refunded in full.

After signing the Agreement and making the first payment, the Coverage Date is firmly booked. Clients may reschedule the Coverage Date after signing the Contract, subject to the availability of Photographer and a 15% rebooking fee. This re-booking fee is due on the revised coverage date. If the Photographer is unavailable on the newly-desired Coverage Date, monies will not be refunded.

#### **Delivery Date:**

The edited final product will take roughly 3-6 months to produce.

Photographer retains all copyrights and all rights to display, print, broadcast, duplicate and distribute and make available images resulting from the wedding coverage in promotional contexts, to potential clients and other parties, to facilitate the promotion of the photographer. Clients, in signing this Agreement, act as an agent for all members of the party and guests at the wedding and grant Photographer all rights for display, printing and advertising use of their likeness in images obtained under this Agreement.

#### **Photographer Responsibilities:**

Photographer will furnish camera and lighting equipment required for the purposes of documenting the event(s), and will have adequate back-up equipment. Technical aspects (such as equipment choice and usage) and creative aspects (such as shooting, lighting, and editing style) are at the discretion of the Photographer.

#### Client Responsibilities:

Clients are responsible for securing access to areas for photography, which may include the procurement of permits. Photographer will not be responsible for lost coverage due to access restrictions.

Clients agree to provide Photographer with meals when coverage is planned to extend into the reception portion of the day.

Upon taking possession of the finished product, Clients must inform the Photographer of any technical or other problems with the USB and/or albums and/or prints within 7 days of possession. After 7 days, if no notification has been received, Clients will be deemed to be satisfied with the product.

#### Indemnification:

Clients shall indemnify and hold harmless Photographer from any loss, damage or liability resulting from Clients' violation of the terms of this Agreement. Clients shall indemnify Photographer and hold Photographer harmless from and against any claim by any other person or entity resulting from the performance of Photographer's services under this Agreement.

Photographer will not be held liable for any production problems beyond its control which may hinder coverage, including but not limited to circumstances involving bad weather, accidents, equipment theft, or interference from

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guests. Photographer will take great care to ensure the safe operation of equipment, but will not be held liable for any property damage or personal injury resulting from the negligence of other parties.

#### Agreement:

This Agreement constitutes a single integrated contract expressing the entire agreement between the Photographer and Clients with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter hereof.

# Governing Law:

This Agreement shall be governed by and construed in accordance with, the applicable laws and regulations of the Province of Ontario.

I have read and agree to the event details, price & payment schedule, and to the terms and conditions of this wedding photography contract:

Sequence Media Enterprises Inc. Date: January 19, 2016

Michelle Albert and Anthony Jagdeo

Date: January 19, 2016

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# Schedule "A"

# **CLIENT INFORMATION**

| Client 1 |                         |
|----------|-------------------------|
| Name     | Michelle Albert         |
| Address  | 21 Nelson St. Suite 615 |
|          | Toronto, Ontario        |
|          | M5V 3H9                 |
| Phone #  | 647-882-0438            |
| Email    | Niluja.Albert@gmail.com |

| Client 2 |  |
|----------|--|
| Name     | Anthony Jagdeo   |
| Address  | 21 Nelson St. Suite 615<br>Toronto, Ontario<br>M5V 3H9 |
| Phone #  |  |
| Email    |  |

The above-noted party retains Sequence Media Enterprises Inc. to undertake the photography services at the time and locations, and for the rates, fees and charges and in accordance with terms and conditions noted.

# **EVENT DETAILS**

| Event:       | Reception                              |
|--------------|--|
| Location:    | 300 Front St. West<br>Toronto, Ontario |
| Date & Time: | JANUARY 23, 2016<br>6PM TO 10PM        |

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