

THE LEIORA CONTRACT

Issue date March 21, 2022
Completion date

sample contract Contract

From To
THE LEIORA YOUR NAME

Wedding Photography/Videography Services Agreement

THIS AGREEMENT is made as of CONTRACT DATE (the “**Effective Date**”) between YOUR NAME (“**Client**”) and THE LEIORA (“**Photographer/Videographer**”).

1. Engagement of Photographer/Videographer

1.1 **Services.** Subject to the terms set out herein, Client engages Photographer/Videographer to provide, and Photographer/Videographer agrees to provide, the photography/Videography services described in this Section 1.1 (the “**Services**”) in connection with the wedding of YOUR NAME and Client's partner (the “**Wedding**”).

Date of Wedding: Date of wedding

Location of Wedding: Wedding Location

Description of Services:

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As part of the Services, the Photographer/Videographer will produce or take similar action to create materials from Images and provide related deliverables (as set out above) pursuant to the provision of the Services (“**Work Product**”). “**Images**” means photographic material, whether still or moving, created by Photographer/Videographer pursuant to this Agreement and includes, but is not limited to, transparencies, negatives, prints or digital files, captured, recorded, stored or delivered in any type of analogue, photographic, optical, electronic, magnetic, digital or any other medium.

1.2 **Exclusivity.** Client acknowledges and agrees that Photographer/Videographer will be the exclusive provider of the Services in coverage of the Wedding, unless otherwise agreed to by the parties in writing.

2. Fees and Deposit

2.1 **Fees.** Client will pay Photographer/Videographer the fees set out herein in this Section 2.1 (“**Fees**”), including any applicable federal or state/provincial sales or value-added taxes due on such Fees.

- Total Fee for Services: RM
- Additional Hourly Pricing: RM

- Deposit due upon signing: RM
- Remaining amount due on dd/mm/yy : RM

2.2 **Deposit.** Client acknowledges and agrees that the deposit amount set out above is due upon the signing of this Agreement and is not refundable (“**Deposit**”), so as to fairly compensate Photographer/Videographer for committing his/her time to provide the Services and turning down other potential projects or clients. Both parties agree that the Deposit will be credited towards the total Fees payable by Client.

2.3 **Invoice.** Photographer/Videographer will issue an invoice to Client upon agreement of the Services (“**Invoice**”). Client agrees to pay all Fees outstanding on or prior to the due dates set out in Section 2.1. Any payment after the due date will incur a late fee of 10% per month on the outstanding balance. Client acknowledges that the final amount payable may be subject to change depending on the amount actual expenses incurred. Client confirms and agrees that the final calculations provided in the Invoice, should they be different from the total listed in Section 2.1, will be the final amount payable.

3. Client Responsibilities

3.1 **Required Consents.** Client will ensure that all required consents, as applicable, have been obtained prior to performance of the Services, including any consents required for the performance of Services and the delivery of Work Product by Photographer/Videographer and, as applicable, from venues or locales where the Services are to be performed or from attendees of the Wedding.

3.2 **Expenses.** Client will provide the means of travel or be responsible for reasonable travel expenses incurred by Photographer/Videographer that are necessary for the performance of the Services or travel that is otherwise requested by Client where the location of the performance of the Services is not in the city of Georgetown, Pulau Pinang. Client will be responsible for any other expenses incurred by Photographer/Videographer that are necessary for the performance of the Services as more particularly set out in Article 2.

3.3 **Meals.** When the number of hours that Photographer/Videographer will be providing the Services is expected to be in excess of 5 hours in duration, Client will provide a meal for Photographer/Videographer and Photography Staff (employees, assistants or other parties engaged by Photographer to assist with the Services), or be responsible for reasonable meal expenses incurred for which Photographer shall provide an invoice.

3.3 **Waiver.** Client (on behalf of himself/herself and any other participant whose image or recording may be captured by the Services) hereby waives all rights and claims, and releases Photographer/Videographer from any claim or cause of action, whether now known or unknown, relating to the sale, display, license, use and exploitation of Images pursuant to this Agreement.

4. Photographer/Videographer Responsibilities

4.1 **Equipment.** Client will not be required to supply any photography equipment to Photographer/Videographer.

4.2 **Manner of Service.** Photographer/Videographer will ensure that the Services are performed in a good, expedient, workmanlike and safe manner, and in such a manner as to avoid unreasonable interference with Client’s activities.

4.3 **Photography Staff.** Photographer/Videographer will, and will ensure that all Photography Staff (employees, assistants or other parties engaged by Photographer to assist with the Services):

- comply with the reasonable directions of Client from time to time regarding the safety of attendees at the Wedding and applicable health, safety and security requirements of any locations where the Services are provided;
- ensure that Work Product meets the specifications set out in Section 1.1 in all material respects.
- Photographer/Videographer will be responsible in every respect for the actions of all Photography Staff.

4.4 **Proofing + Ordering.** Approximately 2 to 4 weeks after the wedding will be available for viewing at your Viewing in Online/Google Drive. Client agrees and understands that Photographer/videographer, in his/her sole artistic discretion, decides

which images taken during the session will be edited and presented in the Client's gallery; not all images taken during the wedding will be presented to the Client.

4.5 Proofing + Draft. Approximately 2 to 4 weeks after your session will be available for viewing in an online, password-protected gallery. The online gallery will be available for 60 days from the date of the first publication, within which all orders must be placed. Client will be charged a RM500 fee if the gallery needs to be republished after expiration. All prints and products ordered will be mailed 3 to 5 weeks after the order has been placed to the Client's address written above. Client agrees and understands that Photographer/videographer, in his sole artistic discretion, decides which images taken during the session will be edited and presented in the Client's gallery; not all images taken during the wedding will be presented to the Client.

4.6 Albums/Delivery. If Client is ordering an album or if an album/video highlight is included in Client's package, before the online gallery expires, Client will provide Photographer/videographer with a list of between 80 and 120 images to be used in the album. Photographer/videographer will email proofs of the album-layout and design or video-highlight to client between 4 (photo/album draft) to 8 (video) weeks after Photographer/videographer receives the list of images to be used in the album. Client will have the ability to make file number of changes to the proofed layout. Any additional changes will be charged at RM98 per change. The album will be available for pick up or delivery to Client within 1 (one) weeks after Client has signed off on the proofed layout or video highlight. Photographer/videographer is not liable for mistakes or delays in creating or delivering of the album caused by the lab or company producing the album. If Client wishes to make changes or place a reorder after Client has already signed off on the proofs, then all changes and reorders will be at the Client's full expense.

4.7 Editing. Client agrees and understands that Photographer/videographer edits the proofs at his/her own artistic discretion, and said editing is included in the session/package fee. Additional heavy editing, such as removing glare on eyeglasses, braces, acne, or weight reduction, will be charged at any extra rate of RM280 per image.

4.8 Refunds. Due to the custom nature of prints and photographic art products prints, all purchased products cannot be returned and all money paid is nonrefundable.

4.9 Archive and Storage. The Photographer/videographer archives all proofed images from each session for a period of 1.5/18 year/months from the date of the session. After that time, the Photographer/Videographer deletes all proofed images from his hard drive and all external hard drives. The Photographer/videographer is not responsible for digital files once they are purchased and received by the Client. The Client is responsible for making electronic back-up copies of any digital files that are purchased from the Photographer/videographer and for keeping them in a safe place.

5. Artistic Release

5.1 Consistency. Photographer/Videographer will use reasonable efforts to ensure that the Services are produced in a style consistent with Photographer/Videographer's current portfolio, and Photographer/Videographer will use reasonable efforts to consult with Client and incorporate any reasonable suggestions.

5.2 Style. Client acknowledges and agrees that:

- Client has reviewed Photographer/Videographer's previous work and portfolio and has a reasonable expectation that Photographer will perform the Services in a similar style
- Photographer/Videographer will use its artistic judgement when providing the Services, and shall have final say regarding the aesthetic judgement and artistic quality of the Services; and
- Disagreement with Photographer/Videographer's aesthetic judgement or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

6. Term and Termination

6.1 Term. This Agreement will begin on the Effective Date and continue until the latter of (i) the date where all outstanding Fees under this Agreement are paid in full; or (ii) the date where all final Work Product has been delivered ("**Term**").

6.2 Cancellation. Client may terminate the Agreement ("**Cancellation**") and/or reschedule the Services ("**Rescheduling**")

by providing Photographer/Videographer with written notice no later than 45 days before the original date of the Wedding (the “**Minimum Notice**”). Client acknowledges and agrees that Client is not relieved of any payment obligations for Cancellations and Rescheduling unless the Minimum Notice in accordance with this Article 6 is duly provided or unless the parties otherwise agree in writing.

6.3 Rescheduling. In the event of Rescheduling, Photographer/Videographer will use commercially reasonable efforts to accommodate Client’s change. If Photographer/Videographer is not able to accommodate Client’s change despite using commercially reasonable efforts, the parties agree that such Rescheduling will be deemed as Cancellation by Client and that Photographer/Videographer will be under no obligation to perform the Services other than on the original date of the Wedding.

RESCHEDULING OF EVENT(S) DUE TO COVID-19 PANDEMIC ON ACCOUNT OF PROHIBITION TO ORGANISE GATHERING(S) AND/OR WEDDING(S) AND/OR EVENT(S) BY THE GOVERNMENT OF MALAYSIA. The Deposit due at time of booking and execution of this Agreement for the purpose of reservation and locking of event date(s) onto the photographer(s)/videographer(s) calendar is non-refundable. Notwithstanding the above, subject to the availability of the dates, the Leiora agrees for any rescheduling of event date(s) up to six (6) months period (any request for revision for more than {six (6) up to twelve {12} months only applies in circumstances deem fit and subject to approval and discretion from the Leiora) from the date any order on prohibition of any gathering(s) or event(s) is being lifted or ended by the Government of Malaysia on a first come first serve basis. In such situation, the rescheduling shall be done prior, that is within 30 days from the rescheduled event date(s)

6.4 No Refund. Client acknowledges and agrees that Cancellation by Client will not result in a refund of any fees paid on or prior to the date of Cancellation by Client.

6.5 Replacement. In the event that Photographer/Videographer is unable to perform the Services, Photographer/Videographer, subject to Client’s consent, which is not to be reasonably withheld, shall cause a replacement photographer/Videographer to perform the Services in accordance with the terms of this Agreement. In the event that such consent is not obtained, Photographer/Videographer shall terminate this Agreement and shall return the Deposit and all fees paid by Client, and thereafter shall have no further liability to Client.

7. Ownership of Work Product by Photographer/Videographer

7.1 Ownership of Work. Photographer/Videographer will own all right, title and interest in all Work Product. Client (on behalf of itself and any attendees at the Wedding) hereby grants Photographer/Videographer and any of its service providers an exclusive, royalty-free, worldwide, irrevocable, transferable and sublicensable license to use any materials created by Client or attendees, during the performance of the Services, that may be protected by copyright or any intellectual property rights (“**Wedding Materials**”) as part of any Work Product or in connection with the marketing, advertising or promotion of Photographer/Videographer’s services, including in connection with Photographer/Videographer’s studio, portfolio, website or social media, in any format or medium. Client acknowledges and affirms that no other person or entity has any rights that may prevent or restrict Photographer/Videographer from using Wedding Materials as provided herein.

8. Limited License to Client

8.1 Personal Use. Photographer/Videographer hereby grants Client an exclusive, limited, irrevocable, royalty-free, non-transferable and non-sublicensable license to use Work Product for Client’s Personal Use, provided that Client does not remove any attribution notices or copyright notices included by Photographer/Videographer in any Work Product. “**Personal Use**” includes, but is not limited to, use (i) of photos on Client’s personal social media pages or profiles; (ii) in Client’s personal creations, such as scrapbooks, albums or personal gifts; (iii) in non-commercial physical display; and (iv) in personal communications, such as family newsletter, email, or holiday card. Client will not make any other use of the Work Product without Photographer/Videographer’s prior written consent, including but not limited to use of the Work Product for commercial sale.

9. Indemnity and Limitation of Liability

9.1 Indemnification. Client agrees to indemnify, defend and hold harmless Photographer/Videographer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to the Services and or Work Product Photographer/Videographer provides to Client.

9.2 Force Majeure. Neither party shall be held in breach of or liable under this Agreement for any delay or non-performance of any provision of this Agreement caused by illness, emergency, fire, strike, pandemic, earthquake, or any other conditions beyond the reasonable control of the non-performing party (each a "**Force Majeure Event**"), and the time of performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance. If such Force Majeure Event persists for more than 60 days, the party not affected by the Force Majeure Event may terminate the Agreement and any prepaid fees for Services not performed (other than the Deposit) shall be returned within 15 days of the date of termination of the Agreement.

9.3 Failure to Deliver . Photographer/Videographer shall not be held liable for delays in the delivery of such Work Product, or any Work Product undeliverable, due to technological malfunctions, service interruptions that are beyond the control of Photographer/Videographer (including as a result of delays in receipt of instructions from Client) and for Work Product that fails to meet the specifications set out in Section 1.1 due to the actions of Client or attendees at the Wedding that are beyond the control of Photographer/Videographer (e.g., camera flashes).

9.4 Maximum Liability. Notwithstanding anything to the contrary, Client agrees that Photographer/Videographer's maximum liability arising out of or related to the Services or the Work Product shall not exceed the total Fees payable under this Agreement.

10. General

10.1 Notice. Parties shall provide effective notice ("**Notice**") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

- Photographer/Videographer's Email: theleiora@gmail.com
- Client's Email: sample@gmail.com

10.2 Survival. Articles 7, 8, 9 and 10 will survive termination of this Agreement.

10.3 Governing Law. This Agreement will be governed by the laws of Georgetown, Pulau Pinang.

10.4 Amendment. This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each of the parties.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings both formal and informal.

10.6 Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, in whole or in part, by an arbitrator or any court of competent jurisdiction, that provision or part thereof will be severed from this Agreement and the remaining part of such provision and all other provisions will continue in full force and effect.

Signatures

THE LEIORA

Signature required

YOUR NAME

Signature required