

TERMS OF SERVICE

Any part of this agreement is subject to change without notice.

This agreement is made effective for all purposes in all respects as of May 2nd 2024. RYAN LEE MEDIA, hereinafter referred to as “the COMPANY” and “the CLIENT” relating to the event(s) detailed below, hereinafter referred to as “the EVENT(S)”. Photography and Videography shall be referred to as “the CONTENT”.

ENTIRE AGREEMENT: This agreement contains the entire understanding between the COMPANY and the CLIENT. It supersedes all prior and simultaneous agreements between the two parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement, or any failure by one or both parties to enforce a provision of this agreement, shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: Once the dates and times of the EVENT(S) are confirmed, and any deposit is agreed, the EVENT shall be placed in the COMPANY’S diary. If the EVENT(S) are rescheduled, postponed or cancelled; or if there is a breach of contract by the CLIENT, any applicable deposit fee is non-refundable and shall be liquidated to damages to the COMPANY. The CLIENT shall also be responsible for payment of any of the COMPANY’S materials charges incurred up to the time of cancellation.

EVENT SCHEDULE: The CLIENT agrees to confirm the schedule one-week prior to the EVENT(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the COMPANY by the CLIENT.

SAFETY: The COMPANY reserves the right to terminate coverage and leave the location of the EVENT(S) if the personnel from the COMPANY experiences inappropriate, threatening, hostile or offensive behaviour from any person(s) at the EVENT(S); or in the event that the safety of the personnel from the COMPANY is in question.

SHOOTING TIME / ADDITIONS: The CLIENT and the COMPANY agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time (unless agreed prior to the EVENT(S) or at the COMPANY’S discretion). If the CLIENT does not arrive at the appointed time for the EVENT(S) without good reason, all additional time beyond the scheduled end time will be billed to the CLIENT.

EXPENSES INCURRED: When applicable and agreed to, the CLIENT is responsible for all travel, accommodation, meal, and transportation costs unless provided by the CLIENT.

TRAVEL EXPENSES: When applicable, travel expenses are based on the distance between the EVENT(S) location(s) and will be included in the quote upon discussion and agreement with the COMPANY.

RESPONSIBILITIES: The COMPANY is not responsible for compromised content coverage due to causes beyond the control of the COMPANY, including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the COMPANY, rendering of decorations, or restrictions of the location(s). The COMPANY is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the content coverage. The COMPANY is not held liable for missed coverage of any part of the EVENT(S). The COMPANY will not be held accountable for failure to deliver images of any individuals or any objects at the EVENT(S) as a result of the above.

VENUE AND LOCATION LIMITATIONS: The COMPANY is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for moderation of guidelines is the CLIENT'S responsibility; the COMPANY will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and permissions necessary for all locations on which the COMPANY will be performing services.

COPYRIGHTS: All content produced by the COMPANY is protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without the COMPANY'S explicit written permission.

In the situation of the EVENT(S) happening in a venue that books the COMPANY, content purchased by the venue cannot be used by additional parties without the express permission of the COMPANY. For example, a venue has a live performance and books the COMPANY to provide content of the EVENT(S), performers (and/or audience) cannot obtain the content for their own marketing use without the express permission of the COMPANY. The COMPANY may use discretion to grant content for a FEE, depending on the nature of the event.

The COMPANY grants the CLIENT permission to share the images on social networking websites, with friends and family, and on vendor websites as long as the images remain unaltered and textual credit is given to the COMPANY on each occasion of publication. All credits on social media must be a live clickable link to the COMPANY'S page. The CLIENT must obtain written permission from the COMPANY prior to publishing or selling the content. Any exclusions to this will have been explained and accepted prior to the EVENT(S).

LIMIT OF LIABILITY: In the unlikely event that we are unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other causes beyond the control of the COMPANY, the COMPANY will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the

return of all payments received for the EVENT(S). We have a valid Public Liability Insurance which can be provided on request.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the COMPANY'S control, including but not limited to camera, hard drive, or equipment malfunction, the COMPANY liability is limited to the return of all payments received for the EVENT(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The COMPANY is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package for one year, and as such all RAW files are likely to be deleted after 12 months.

CAPTURE AND DELIVERY: The COMPANY is not liable to deliver every image taken at the event and as such the CLIENT acknowledges that the images provided by the COMPANY are the best of the event/project. RAW Content CAN only be obtained through conversations between the CLIENT and the COMPANY, and usually for a FEE unless specified previously.

If the CLIENT does not make a good attempt to contact the COMPANY regarding changes, feedback or post shoot/event deliverables within 3 months of the initial shooting date then the COMPANY has the right to terminate said contract due to lack of communication leading to the COMPANY being unable to complete the project.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of the COMPANY.

PAYMENT SCHEDULE: Where applicable, the deposit is due at the time of agreeing the Event contract. The remaining balance is payable in full either on the day of the EVENT(S) or within 14 days if invoiced, the Company may use discretion on this matter.

In the event the CLIENT fails to remit payment as specified, the COMPANY shall have the right to immediately terminate this agreement with no further obligation, retaining any monies already paid.

PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice.