



MOMENTS IN FOCUS

BY CJ STUDIOS

36 Bunker Hill Dr, Toms River NJ 08755 :: 347.201.0613 ::

www.thecjs.net :: info@thecjs.net

This contract is between the Kessler Family, hereby referred to as client, and CJ Studios Inc. and confirms that CJ Studios will be providing the following photo and/or video services at the client's event taking place on October 19, 2023 in Monsey, NY.

- One Photographer for 5 Hours
- Full gallery of edited high resolution photos on online download link within 10 days
- *Overtime \$300 Per Hour Per Person*
- *Travel Fee may apply for events outside of the NJ & NYC areas*

Agreement:

The client shall pay the agreed upon price of \$1400, with an additional \$300, **per person**, for each hour of overtime, to be paid as follows:

- A \$200 non refundable booking fee, made by credit card or electronic payment to lock in the date. The booking fee will be deducted from the final balance. By submitting a deposit, the client agrees to all terms of this contract which are considered to be binding. We ask that you also submit an email acknowledging that you agree to all terms of this contract.
- The final balance of \$1200 is due **before the event** on the contract date. Payments made by check should be submitted 2 weeks before the contract date to ensure funds can be deposited and cleared prior to the event. Please make all checks payable to: **CJ Productions**. Credit card payments will be subject to a 3% processing fee. If payment is not received prior to the contract date, please see one of our team members during your event.
- **CJ Studios reserves the right to stop production at the event** if money is not received before the event.
- **A \$750 studio maintenance fee** will be added for all returned checks and a \$500 fee will be applied for any balances that remain open after the event.
- **No post-event work will be started** until all outstanding payments have been received.

The CJ Studios Experience

We look forward to working with you at your event and consider it an honor to be part of this milestone event. We prefer to be up front about additional costs and situations that can occur so that there are no misunderstandings down the road. Your simcha is our simcha, and as a member of the CJ Studios family, we want to make sure that we are all working together towards a common goal - capturing photo/video that will become treasured family heirlooms.



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Optional Extras:

- **Albums:** Pricing and discounts will be valid for one year after you received your edited images, after that time pricing will increase to our updated price list for current time. Albums are to be paid for at the time the client is ready to start the design process. Our traditional albums include a leather cover, the design layout, engraving, and a box. You can upgrade to a custom album, at which point we will provide you with a quote before processing.
 - 8x8 - 20 Pages (10 spreads) / 30 Photos - \$550
 - 10x10- 30 Pages (15 spreads) / 60 Photos - \$650
 - 10x10 50 Pages (25 spreads) / 120 Photos - \$750
 - 12x12 - 30 Pages (15 spreads) / 60 Photos - \$850
 - 12x12 - 50 Pages (25 spreads) / 120 Photos - \$950
- **Parking:** Clients will pay the photo/video crew's parking costs for events in densely congested areas (such as Manhattan) or venues that charge parking fees.
- **Travel:** Clients must provide transportation to any offsite locations, other than the hall, in places where parking is difficult (i.e. Brooklyn parks), or will be billed for Ubers for the photo/video crew.
- **Food:** Clients will provide an appropriate meal for our crew, who will be investing a full day of their time to capture the event. Photographers/videographers will be given a minimum of 10 minutes to sit down and eat their meal, which can be the food being served at the event or food ordered in for the crew. Clients who prefer not to serve meals to the crew will be billed \$250 after the event and the photo team will order food at their discretion, with a minimum 10 minute dining break provided.
- **Equipment Safety:** Clients are responsible to provide the photo/video crew with a safe working environment. Clients will be billed for repair or replacement of any photographic equipment that is broken either willfully or accidentally by any guests for any reason, including extreme negligence, willful misuse of camera gear or intoxication.
- **Privacy Exclusions:** CJ Studios reserves the right to use all photos/video in promotion of its services on social media/websites and will exercise discretion and sensitivity in choosing those images. Since we understand and respect that some of our clients might want to retain complete ownership of their photos, and not have them appear in any promotional content, we do offer the option of purchasing and exclusive gallery license at a cost of \$500 or 10% of the total contract price, whichever is greater. If chosen, this agreement will be reflected above and the client will have complete ownership of their photos and videos.
- **Photo Editing:** Digitally inserting people into a photo, or advanced Photoshop work (i.e. removing an object from an image, blemish removal, making people look thinner) may result in a \$40 charge per photo, depending on the work involved.
- **Aftershoot:** Should an aftershoot occur later than 3:00am, an additional fee of \$300 will apply regardless if it is included in your package or not. If not included in the client's package, the client can purchase a 1 hour photoshoot for the bride and groom, immediately following the wedding (referred to as "aftershoot"). A cost of \$250 applies when the client chooses to stay at the venue



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(referred to as "on-site"). A cost of \$1000 applies when the client chooses to go to a different location (referred to as "off-site"), within 30 minutes of the venue.

- **Overtime:** Overtime will begin either when your coverage time ends (and authorization has been given) **or** automatically at 1:00am. Overtime will be billed per hour and not per half hour.

Photos:

- Depending on the season, post production typically takes **10 ays** after the event date or final payment has been received, which includes deleting undesirable images and color and lighting correction, performed by our specialist in Lightroom. Most events have an image count of 1000 - 2000 photos, but the total number of images may vary.
- CJ Studios will provide the client with a free, online upload of their images to a private server which can be forwarded to an unlimited number of people. Projects will be marked closed 21 days after the link has been delivered - any issues must be reported within that time frame. Reopening a project may result in a \$250 reopening fee **in addition** to editing charges. It is the client's responsibility to **check all photos** thoroughly immediately upon receipt for any obvious issues or mistakes.
- Photos can be mailed upon request to clients on a USB drive with high-resolution imaging and without watermarks, and can be downloaded on as many computers and devices as needed. Please note that if video is being provided, all photos/video will be sent together on one USB once the final project has been completed. Additional USBs can be purchased at a cost of \$50 per drive. Malfunctioning USBs must be reported within 14 days of delivery and the client may be required to return the defective drive to CJ Studios.
- Due to **New Jersey law**, any physical products or goods delivered within the state require CJ Studios to collect sales tax on the entire price of the job. We will gladly ship any USBs or products to locations outside New Jersey to spare you that expense, which can be significant.

Cancellation Policy:

In the event that the client cancels our services less than six (6) months prior to the scheduled date, after providing a deposit, the following terms shall apply:

- **Forfeiture of Deposit:** The Client acknowledges that the deposit submitted at the time of booking shall be non-refundable and forfeited in its entirety.
- **Payment Obligation:** The Client agrees to be obligated both legally and in accordance with Torah law to make a payment amounting to fifty percent (50%) of the total contract price. This payment shall be due and payable within thirty (30) days from the date of cancellation.
- **Written Notice:** The client shall provide CJ Studios with written notice of cancelation via email.

Exceptions:

- a. **Life and Death Circumstances:** Notwithstanding the above provisions, if the cancellation is due to a matter of life and death, the client shall be exempt from the payment obligations stated in clause 2 of the cancelation policy. Supporting documentation, such as a medical certificate or



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death certificate, may be required to validate the claim.

- b. **Full Cancellation of the Event:** In the unfortunate event of a complete cancellation of the event, whether due to force majeure, natural disaster, or any act that is beyond human control, the client shall be exempt from the payment obligations stated in clause 2 of the cancellation policy. However, the deposit stated in clause 1 of the cancellation policy shall still be forfeited.

Terms and Conditions:

- Having reviewed samples of CJ Studios' video and photo work, the client grants full editorial and production control to CJ Studios regarding all aspects of the production and post-production services for the event. Creative aspects such as shooting and editing style are at the discretion of CJ Studios.
- In the event a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master video or photos, it is at the sole discretion of CJ Studios as the exclusive producer of the event video and/or photo recording.
- No other paid photography service may service the client's event without written permission from CJ Studios. A \$500 fee will be applied if any other paid service is present at the client's event.
- CJ Studios will guide the client in all posing and shots during portraits etc. The client shall assist and cooperate with the studio crew in obtaining the desired shots, including but not limited to being on time, specifying particular persons and/or scenes to be photographed, taking time to pose for photographs at the crew's direction, providing a person to guide the crew to desired persons and/or scenes; pre-shoot consultations, etc.
- **CJ Studios shall not be responsible** for photographs and videos not taken as a result of the client's failure to provide reasonable assistance or cooperation. This includes clients who **arrive late or are not ready** at the agreed-upon time or missed photos or video.
- Times made up with the studio may not be changed more than 24 hours in advance of the event due to scheduling constraints. CJ Studios is not responsible to work beyond the time stated **unless overtime is specifically requested prior to the event**.
- The undersigned is hereby notified and agrees that photography is not an exact science and that on certain occasions, digital files/computer films or other photographic materials may be proven to be defective. Cameras are electronic equipment that can malfunction and not shoot or record without notice and both memory cards and files stored on our secure digital backup, can occasionally become corrupted. While we take many steps to avoid these issues, the undersigned hereby agrees that in the event that any of the photographs or video taken prove to be defective or corrupted, that certain photographs or video are missing because of defection in materials, equipment and/or chemicals, that the liability of the studio will be strictly limited to the prorated amount or compromised agreement of consideration pursuant to the amount of this contract.
- The undersigned hereby specifically waives any claims for negligence, breach of warranty, mental harm, or distress due to the failure of the photographs or video to be produced because of any defective materials, chemicals, equipment, or digital failures and or procedures. **Minor scene shot misses will not be prorated for any reason.**



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- Under U.S. copyright laws, CJ Studios, Inc. or its lawful successor is the exclusive property owner and copyright holder of the photographs and or videos taken at the event in which our services were utilized. CJ Studios, Inc. expressly grants the client an unlimited non-exclusive right to use or reproduce all photographs and video which we have provided to the client. Any commercial, business or resale use is expressly prohibited without our written authorization. Under no circumstances shall our consent be implied. All videos or photographs used for media or other publication purposes (i.e. announcement in a local newspaper) must conspicuously display our copyright notice: "© CJ Studio, Inc. 2019-2020 (where 2019 and year made and 2020 the year published, if applicable.) Photos or videos used for personal usage are not required to display this information.
- This contract shall be governed by Torah law and any dispute that shall arise (needing settlement) shall be taken up only in a Jewish Court/ Beis Din of Brooklyn. The client agrees to pay all fees of any Din Torah proceeding.
- A non-refundable \$200 booking fee must be paid via credit card or electronic payment in order to assure our reservation of the date. By submitting the deposit, the client hereby consents and agrees to all terms in this contract and they are to be considered binding. We ask that you also submit an email acknowledging agreement to all terms of the contract.

Thank you for choosing CJ Studios.

We look forward to working with you!!