



## VIDEOGRAPHY AGREEMENT DISCLOSURE

**First, allow us to talk a little bit about ourselves!** This is important so please read. We are primarily a photography company. We have been photographing weddings for 9+ years. Over the last 2 years we have begun utilizing video as well after working with some videographers who left a bad taste in our mouth. We included a free wedding video for all our couples who purchased full day wedding photography coverage. These videos contained footage from their big day with no sound from the actual day and instead played to their first dance song. This free service gave us a chance to learn and practice while also giving our couples a little extra treat to treasure. We still offer this highlight video as a free addition to all our couples who purchase two photographer wedding packages because it continues to allow us to learn and get creative with our videos, as well as train the studio assistants to capture videography as well.

**Now you're probably wondering why our price is cheaper than 90% of other videographers.** This is because we are still learning. We are not a studio highly trained in video and sound. As previously mentioned, we have only been utilizing video for 3 years and we have only begun working with sound in our wedding videos since Spring 2017. When we go into a wedding to photograph, we are completely prepared for anything that could possibly happen and we know exactly what we are doing and we do it well. For videography, we are still learning tricks and troubleshooting and often find things we'd like to improve upon (because we are artists and perfectionists!). Each wedding we take away a new piece of information and it's exciting for us to be able to do something new and learn again. Therefore we price our videography service accordingly.

**The couples that will want to hire us are:** couples on a budget they'd like to use wisely. Videography is not the most important detail to them, but they'd like to have something sweet and artistic that helps share their unique wedding day. These couples will not be cinema buffs who have spent the last several years studying videography. They will not go into the wedding with a full shot list of every tiny detail they want recorded and lots of expectations. While we are growing in this trade each week, we are not going to be Oscar winners any time soon. If you're looking for something really fancy and high tech, ask us instead for a videographer recommendation for someone who has been doing videography a long while and please realize their packages start at about \$2,500 (and they're worth it!).

Still interested in our videography services? Woo hoo! We can't wait to hang out with you on your big day! Please continue to the next page!

Client initials: \_\_\_\_\_ Client Initials: \_\_\_\_\_



## VIDEOGRAPHY AGREEMENT

Congratulations! And thanks for choosing us! We are so excited to get to know the two of you and your love story. First, we want to get to know you, then we will go over the boring business stuff. Please fill in the following information, read and initial pages 1-5, as well as sign page 5, and return the entire contract (please note the Videography Agreement Disclosure sheet must be initialed as well). Both bride and groom must sign (or whoever will be financially responsible for your payments). The photographers are not responsible for mistakes due to missing or incorrect information. THE BIG DAY (A.K.A . Your wedding date): \_\_\_\_\_

Bride's name: \_\_\_\_\_ address: \_\_\_\_\_  
email: \_\_\_\_\_ cell: \_\_\_\_\_

Groom's name: \_\_\_\_\_  
address: \_\_\_\_\_  
email: \_\_\_\_\_ cell: \_\_\_\_\_

First, Tell us a little about yourselves:

The bride (i.e. what do you do for fun, for a living, whatever!): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Groom (same idea):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tell us a little bit about your relationship:**

Was it love at first sight? How did you meet?: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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How long have you been together?:

\_\_\_\_\_

How did the proposal go down?: \_\_\_\_\_

\_\_\_\_\_

Are you having a Honey Moon, if so, dish!: \_\_\_\_\_

**Now tell us a little bit about your wedding:**

**Ceremony time and date:** \_\_\_\_\_

**Location Address:** \_\_\_\_\_

**Any additional locations to be photographed at:** \_\_\_\_\_

\_\_\_\_\_

**Wedding colors:** \_\_\_\_\_

**Our bridal party will consist of** (if one mark with x, if several write in number):

\_\_\_\_ Maid of Honor      \_\_\_\_ Bride Maid(s)      \_\_\_\_ Best Man  
\_\_\_\_ Groomsmen      \_\_\_\_ Flower Girl(s)      \_\_\_\_ Ring Bearer(s)

**Additional members:** \_\_\_\_\_

**Additional details to be noted:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VIDEOGRAPHY HIGHLIGHT PACKAGES:**

\_\_\_\_ **5 hours of highlight videography coverage with one videographer.** Includes an edited highlight video of approximately 5 minutes (give or take). Video will be played to the couple's first dance song and contains no actual sound from the wedding day. Video will be loaded to YouTube and one DVD copy will be sent through Priority USPS mail (\$500)

\_\_\_\_ **5 hours of highlight videography coverage with two videographers.** Includes an edited highlight video of approximately 5 minutes (give or take). Video will be played to the couple's first dance song and contains no actual sound from the wedding day. Video will be loaded to YouTube and one DVD copy will be sent through Priority USPS mail (\$700)

\_\_\_\_ **7 hours of highlight videography coverage with one videographer.** Includes an edited highlight video of approximately 8 minutes (give or take). Video will be played to the couple's first dance song and one other song the couple chooses and contains no actual sound from the wedding day. Video will be loaded to YouTube and one DVD copy will be sent through Priority USPS mail (\$700)

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\_\_\_ **7 hours of highlight videography coverage with two videographers.** Includes an edited highlight video of approximately 8 minutes (give or take). Video will be played to the couple's first dance song and one other song the couple chooses and contains no actual sound from the wedding day. Video will be loaded to YouTube and one DVD copy will be sent through Priority USPS mail (\$900)

\_\_\_ **Full day videography coverage with one videographer (up to 8 hours of videography time).** Includes an edited highlight video of approximately 12-15 minutes (give or take). Video will be played to the couple's first dance song and two other songs the couple chooses and contains no actual sound from the wedding day. Video will be loaded to YouTube and one DVD copy will be sent through Priority USPS mail (\$800)

\_\_\_ **Full day videography coverage with two videographers (up to 8 hours of videography time).** Includes an edited highlight video of approximately 8 minutes (give or take). Video will be played to the couple's first dance song and two other songs the couple chooses and contains no actual sound from the wedding day. Video will be loaded to YouTube and one DVD copy will be sent through Priority USPS mail (\$1,000)

**Package Add-Ons:**

\_\_\_ Have the vows recorded and played in highlight video (\$350)

\_\_\_ Add additional toasts video, which includes an extra video with full coverage and sound from the toasts (\$200)

\_\_\_ Add additional ceremony video, which includes an extra video with full coverage and sound from the ceremony (\$400)

\_\_\_ Add Guests commentary video, which includes an extra video of wedding coverage with guests commentary and interviews (\$350)

**Agreement/Jurisdiction:** The person(s) whose signature(s) appear on this contract, known as "Client", agree That Oh So Sweet Studios known as "Videographers", shall provide services to photograph their wedding and related events to the best of her abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. The laws of the State of Florida shall govern this contract, and any resulting arbitration shall take place within Volusia County, Florida. Client assumes responsibility for all collection costs and legal fees incurred by Videographers should enforcement of this contract become necessary. 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 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.

**Retainer and Payment:** Client shall reserve the time and date of services by signing and returning this contract along with a nonrefundable, non-transferable reservation retainer equal to 25% of the total videography fee. No date is reserved until the contract and retainer are received. The balance due for the videography services must be paid in full no later than the event date. In the event Client fails to remit payment as specified, the Videographers shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be paid by Cashiers Check. Unless the contract is canceled, the retainer fee shall be applied to the videography fee total.

**Cancellation:** If for any reason Client cancels this contract before the wedding date, Videographers will keep the retainer. Cancellation must be made in writing, signed by the contracted party, and sent via Certified Mail by the United States Post Office. If Client fails to supply written cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Client shall be required to pay the full balance due.

**Liability:** If videographer or her agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and if she cannot provide another competent professional, all money received by videographer, minus expenses, will be returned to Client, and videographers shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of photographs or failure to deliver the video for any reason. Liability for a partial loss of video shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

**Video:** Upon receipt of DVD and youtube link, Client accepts all responsibility for archiving and protecting the video. Videographers do not permanently archive files. Videographer is not responsible for the lifespan of any digital media provided or for any future changes in

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digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required

**Pricing:** Services or merchandise not included in this initial contract will be sold at current price when an order is placed. Your price will not be increased unless you add services. When adding services, they are added at the rate at time of change, not at the rate at the time of initial contract signing.

**Responsibilities:** Unless agreed upon in advance, Oh so Sweet Studios shall be the exclusive videographer retained for the event. Videographer may bring one assistant at her discretion. Videographers and other vendors as well as semiprofessional videographers must not obstruct or interfere with the official videography

**Harassment:** Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by videographer shall be the responsibility of Client. In the event the videographer or her employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the wedding or event; third offense: videographer will end wedding coverage immediately and leave the event, videographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold videographer harmless as a result of incomplete wedding or event videography coverage.

**Coverage:** Videographer will provide coverage for the dates, locations and continuous hours specified in this agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any videos are released to the Client. Every reasonable effort will be made to capture requested moments, but no specific moment is guaranteed. Any lists supplied will be used for organizational purposes only. Footage determined by the videographer to be substandard or duplicated may be edited out. The Videographer will use her professional judgment and sole discretion to select which footage to deliver. Such selection shall constitute all footage that will be made available to Client.

**Model Release:** This contract serves as a model release giving the videographer the irrevocable right to use the footage in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The videographer can grant use of the footage to third parties and all compensation for use and credit for the footage remains the property of Oh So Sweet Studios. Client waives any right to inspect or approve the footage finished version(s) incorporating the footage or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

**Copyright:** All footage taken by Oh So Sweet Studios are their property, will remain their property and are protected by United States Copyright Laws (USC Title 17).

Package Total: \_\_\_\_\_

Sales Tax (6.5%): \_\_\_\_\_

Grand Total Due: \_\_\_\_\_ Deposit

due With Contract:

Remainder Due By wedding date: \_\_\_\_\_

**I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.**

Videographer: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_ Client:

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

Client initials: \_\_\_\_\_ Client Initials: \_\_\_\_\_