



## Sample Contract for Package 1

This agreement is between **Chapel Video Production** (hereafter "CVP" or "the Videographer") and \_\_\_\_\_ (hereafter referred to as "CLIENT").

### **1. Scope of Work:**

This contract is for services and products related to a videography shoot (hereafter "shoot" or "the shoot") to take place at the following time and place.

VIDEOGRAPHER are to arrive for the SHOOT on (Date of wedding)

. VIDEOGRAPHER will provide no fewer than 32GB of video filmed in 1080p resolution for CLIENT to view after the shoot, and is not required to provide more than this amount of video. CVP will perform post-processing and editing on this footage. CVP will provide the following to the CLIENT:

1. At least 32 GB of raw, unedited HD 1080p footage organized into a single video file.
2. An edited highlight video between 3 and 5 minutes in length uploaded to vimeo and copied to USB drive.
3. 1 licensed song used in the highlight video.
4. Recorded ceremony with professional audio recorded through the sound system at the venue. If sound system is not present, VIDEOGRAPHER will record audio through other means.

### **2. Fees:**

In consideration for the video services provided by CVP, CLIENT agrees to pay the sum of **\$1,500**. CLIENT agrees to pay the videographer a non-refundable initial payment totaling at least 25% of the total price of the videographer no later than seven (7) days after the signing of this contract. The initial payment reserves the videographer's time and is not a retainer or deposit. CVP agrees to not advertise availability of this same time slot to any other potential clients.

The balance of the payment for services must be paid in full no later than 7 days after the final product is delivered to the CLIENT.

### **3. Work Product**

VIDEOGRAPHER will deliver everything outlined in Section 1 to CLIENT no more than thirty days (30 days) after the date of the SHOOT. CLIENT understands and agrees that the footage is the exclusive property of VIDEOGRAPHER and CLIENT has no right to resell footage or claim creation of the footage. CLIENT may use all video for personal use and sharing. CLIENT may make copies of video.

VIDEOGRAPHER will deliver final product outlined in Section 1 both online and digital copy saved onto a USB flash drive. Outside the scope of work outlined in Section 1, VIDEOGRAPHER will capture as much of the day as possible. VIDEOGRAPHER is not required to provide footage of any specific event unless specified below (ex: cutting the cake, reading letters, first look):

**4. Indemnification:**

4.1 - VIDEOGRAPHER and CLIENT agree that VIDEOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT.

4.2 - If VIDEOGRAPHER is unable to perform the services in this contract due to any cause outside its control, CLIENT agrees to indemnify VIDEOGRAPHER for any loss damage or liability; however, VIDEOGRAPHER will return in full all payments made by CLIENT to VIDEOGRAPHER in relation to this SHOOT.

4.3 - CLIENT agrees to indemnify and hold harmless VIDEOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 - CLIENT understands and agrees that VIDEOGRAPHER is not required to maintain copies of the photos from this shoot 60 (sixty) days after the photos have been delivered to CLIENT.

4.5 – CLIENT agrees to hold VIDEOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with VIDEOGRAPHER.

4.6 – VIDEOGRAPHER will strive to present videos in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

**5. Duty of Client**

CLIENT will obtain all permissions necessary for VIDEOGRAPHER to film at the SHOOT. VIDEOGRAPHER has no duty to obtain permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to obtain these permissions resulting in fines to videographer, or which prevent videographer from photographing the event(s) is not the fault, liability, or responsibility of videographer.

**6. Exclusive Videographer**

CLIENT agrees and understands that no other party other than VIDEOGRAPHER may take pictures of any poses, lighting situations, or setups made by the videographer. This slows down the videographer's work and violates the videographer's right to take pictures of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the VIDEOGRAPHER or take pictures in these situations.

**7. Model Release**

CLIENT grants permission to VIDEOGRAPHER to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, VIDEOGRAPHER may use CLIENT'S likeness and image on VIDEOGRAPHER'S website or other advertising. VIDEOGRAPHER may sell photos containing CLIENT'S likeness to third parties.

**9. Assignability and Parties of Interest:**

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific videographer. VIDEOGRAPHER may sub-contract or assign this contract to any second-shooter, VIDEOGRAPHER may assign any videographers associated with him to perform his duties under this contract. All videographers must be capable and competent to perform the services in a workmanlike manner.

VIDEOGRAPHER Signature: **TAYLOR DAVID RANDALL** Date:

CLIENT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

