

Adventure Video Wedding Video Agreement

Videography Package agreed to: _____ (plus applicable expenses/taxes as described below). A reservation deposit of 25% \$_____ is due at the signing of this agreement, another 25%\$_____ by the end of rehearsal with the balance including taxes to be paid upon delivery of completed video.

Expenses: (The Client is responsible for all travel, accommodation, meal and transport costs as disclosed below)

The payments noted below are required to obtain service:

\$_____ Charge for package/service requested. (See Attached Package Details)
\$_____ Charges for Meals, Transportation, and Accommodations
\$_____ 25% Non-refundable reservation fee is due upon acceptance of this agreement.
\$_____ 25% deposit due after rehearsal Date _____
\$_____ Extra copies of video ordered @\$15.00 ea. Qty. _____
\$_____ Remainder due upon delivery of completed video (allow approx. 2 Months for delivery)
\$_____ TN Sales Tax (9.75%)
\$_____ **Total charges for services**

(Please make checks payable to: ADVENTURE VIDEO) *Note* \$25.00 service charge for return checks.

Promotional Consent: All, or part, of this video may be used by *Adventure Video* for promotional purposes.(Please choose): YES / NO Initials _____

ENTIRE AGREEMENT: This agreement contains the entire understanding between *Adventure Video* (AV) and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. Any changes or additions to this agreement must be done in writing, signed by all parties. If the parties want to waive a provision(s) of this agreement, the party against whom a waiver is sought must have signed a waiver to be effective. No other provision(s) of this agreement will be waived without express written and signed documentation addressing such provision(s).

RESERVATION: A signed contract and reservation fee are required to reserve the specified coverage.

SECURITY DEPOSITS: In the event of cancellation by the client, the above stated reservation deposit paid is non-refundable.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. *Adventure Video* recommends that CLIENT designate an "event guide or coordinator" to point out important individuals for informal or candid videography shots to the videographer during the wedding that they wish to have videotaped. The videographer shall not be accountable for failure to videotape desired people if there is no one to assist in identifying people or gathering people for video shots. AV is not responsible if key individuals fail to appear or cooperate during videography sessions, or for missed footage due to details not revealed to AV. *Adventure Video* shall not be held liable for interference or lack of cooperation from any, or all, members of the wedding party including coordinators, photographers, decorators, caterers, band or entertainment personnel, or any other parties whatsoever. CLIENT agrees to hold *Adventure Video* harmless against all claims involving said parties.

SHOOTING TIME / ADDITIONS: The videography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and AV agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start and ending times.

HOUSE RULES: The videographer is limited by the guidelines of the ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the videographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; *Adventure Video* will offer technical recommendations only.

FILM and COPYRIGHTS: *Until final payment* for services rendered is made, the video(s) produced by *Adventure Video (AV)* are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the express written consent of AV. Upon final payment by the CLIENT, **limited** copyright ownership of the resulting video will be transferred to the CLIENT under the following conditions: The raw footage and/or photographs are the property of CLIENT for personal use and for the purposes of the reproduction and giving of content to friends and relatives at clients request (additional fees apply). Post Production (completed) copies remain the property of *Adventure Video*. Additional copies may be requested for up to 5yrs. from the date of final payment.

LIMIT OF LIABILITY: In the unlikely event that the videographer is injured or becomes too ill to film the event, *Adventure Video* will make every effort to secure a replacement videographer. If a replacement is not found, responsibility and liability is limited to the return of *all* payments received for the event package. *Adventure Video* takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that footage has been lost, stolen, or destroyed AV'S liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the shots lost based on the percentage of total number of original shots. Errors and Omissions in video and/or content will be corrected by AV if possible. Said Errors and Omissions must be reported to AV within 24hrs. of delivery of completed project. *Adventure Video's* liability shall not exceed the total amount paid for services and the surrender of all copies.

CLIENT expressly understands and agrees that *Adventure Video* shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages to, theft or loss of, the content you provide, damage to DVD players, computers, or other equipment, loss of profits, goodwill, use, data or other intangible losses, resulting from, but not limited to, product defects, accident, misuse, acts of God or other circumstances.

In the event of any action to enforce the collection or performance of this agreement, all fees related thereto shall be paid by the CLIENT.

COMPLETION SCHEDULE: Video Editing and CD creation takes approximately seven weeks. Completion timing is dependent upon AV's schedule at the time of production and will be adjusted accordingly.

PAYMENT SCHEDULE: 25% due at time of signing of agreement. 25% due at time of rehearsal. Balance (50% + addition fees and taxes as defined above) is due in full upon delivery after project completion.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

The terms and conditions of this agreement are accepted by:

CLIENT _____ DATE _____

Adventure Video _____ DATE _____

Note: If there are any changes in the schedule, notify us immediately. We suggest you also call the studio one week before the wedding to confirm all arrangements.

Signed _____ Date _____ (Bride)
Signed _____ Date _____ (Groom)