

FOCAL POINT PRODUCTIONS CONTRACT FOR VIDEOGRAPHY SERVICES

Service Contract

This videography contract is made effective as of _____ (today) between Focal Point Productions (Focal Point) and the "Client" _____. This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties.

Performance of Services

- (1) Focal Point agrees to take videos as per the "client's" state requests, allowing for artistic expression.
- (2) Focal Point agrees to use high technical quality to meet the "client's" needs for web or print.
- (3) Focal Point will use digital videography, photography, and color management consultancy knowledge to create photographs and videos for the "client".
- (4) Focal Point will provide the "client" with completed video within 45 days of service period.

Service Period

The service period will be from

[START TIME]:

[END TIME]:

[DATE]:

[LOCATION(S)]:

[PACKAGE]:

Deposit

At the time of the signing of the Contract, the "client" shall pay a non-refundable deposit for the services. The deposit will be subtracted from the total payment owed by the "client" upon the completion of the services. Deposit is approximately 33% of total payment.

Payment

- (1) The “client” agrees to pay a total of _____ with a deposit of _____ ($\frac{1}{3}$) and another payment of _____ ($\frac{1}{3}$) within 2 weeks of the event to Focal Point Productions for services. Final payment of _____ ($\frac{1}{3}$) due upon delivery of finished work.

Cancellation

All deposit fees are non-refundable. A minimum of 4 weeks’ notice will be required for cancellation of this contract by the “client”. Any cancellation made with less than 4 weeks’ notice prior to the agreed upon service date will result in full payment by the “client”. If the cancellation is initiated by Focal Point Productions, all monies paid to Focal Point Productions from the “client” shall be fully refunded. Refund shall be paid out within thirty (30) calendar days from the cancellation date.

Terms

Focal Point Productions and the “client” agree that this contract shall commence on the above date and that the same shall terminate on _____ (45 days after event). Said agreement may be extended and/or renewed by agreement of all parties memorialized in a subsequent amendment thereafter.

Copyright, Reproductions, and Model Release

The copyright of the video is retained by the videographer at all times throughout the world. Where a digital version of the video has been included for the “clients” as part of the wedding collection, these videos will include a print release and may be displayed online, for personal use. Commercial use must be expressly approved in written form by the videographer and include citation. This includes online bridal publications.

The videographer retains the right to use the videos for the purpose of advertising or otherwise promoting their work. “Client” agrees not to sell any of the files or videos without written permission from the photographer. The “client” agrees that they are signing a model release to allow the use of the videos (of themselves) and those pictured at their wedding for the videographer’s business purposes.

Social Media

This clause applies to social media including, but not limited to Facebook, Instagram, and blogs. When published online it is required that citation of the photographer be made [Focal Point Productions]. The “client” agrees that they will under no circumstances alter the photographer’s videos that are placed in public or on the internet. As a photographer/ videographer, I need photographs and videos to be an accurate representation of my work so that future “clients” have a good understanding of my brand and style. The “client” agrees to be responsible for any family member or friend who posts our videos online and agrees that they cannot be cropped (with the exception of forced cropping on social media), altered in color, or edited in any way.

Confidentiality

Focal Point Productions and its employees, agents or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefits of Focal Point Productions, or divulge, disclose, or communicate in any manner, any information that is proprietary to the “client”. Focal Point Productions and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be in effect after the termination of the contract.

Courtesy

The videography schedule and selected methodology are designed to accomplish the goals and wishes of the “client”. Focal Point Productions and the “client” agree that positive cooperation and punctuality are therefore essential.

Indemnification

The “client” agrees to indemnify and hold harmless Focal Point Productions from all claims, losses, expenses, fees, including attorney fees, costs, and judgements that may be asserted against the “client” that result from the acts or omissions of the “clients” members, if any and the “client” agents.

Warranty

Focal Point Productions shall provide its services and meet its obligations under this contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally accepted industry standards and will provide a standard of care equal to or superior to care used by service providers similar to others on similar projects.

Satisfaction and Accuracy

The “Client” agrees that the work delivered will be of a similar style and caliber to those videos on our website and blog, and that the videographer will have complete creative control during the videos and in post-processing. The video will be delivered in MP4 format with a mix of music, transitions, layovers, and deemed appropriate by the videographer.

The “client” agrees that the videographer can only capture the wedding that happens: weather, location, schedule complications, time restraints and subjects ability to cooperate, are all factors in the quality of the videos. The videographer will not edit for physical size, hair, nor any other physical appearance issue other than blemishes if the “client” requests.

Limit of Liability

In the unlikely event of total photographic failure or cancellation of this contract by either party or in any circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss. Any legal matters will be held in the photographer's home state, any legal fees incurred by the videographer as a result of “client” prosecution will be paid by the “client”.

Force Majeure

If performance of this contract or any obligation under this contract is prevented, restricted, or interfered with by causes beyond either parties reasonable control (“Force Majeure”), and if the party unable to carry out its obligation gives the other party reasonably timely written notice of such event, the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosions, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable effort under the circumstances to avoid or remove such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Food and Breaks

The videographers will be allowed one 20 minute break at their own discretion and bathroom breaks when necessary. Each videographer will be provided a guest meal for weddings lasting longer than 5 hours. If no meal is provided the videographers reserve the right to go off-site for a meal for 30 minutes. It is highly recommended that the videographers are allowed a meal directly after the bridal party to ensure they are finished eating by the time the next activity is scheduled.

The undersigned have read and understand the above contract and agree to the terms and conditions in their entirety.

Signature of Client(s): _____

Date: _____

Focal Point Productions

Date: _____