



Videography Contract

This Videography Contract (the "Agreement"), is entered into and made effective on the _____ day of _____, _____ (the "Effective Date"), by and between _____ of _____ (the "Videographer"); and _____, of _____ (the "Client");

DESCRIPTION OF SERVICES:

Videographer will provide Client the following services:

- 8 hour coverage
- 30 - 60 minute edited video coverage,
- 2 copies in CD, DVD, or USB thumb drive,
- aerial drone footage

PERFORMANCE OF SERVICES:

Videographer shall provide coverage for Client's event producing the with standard quality videos which shall be delivered in a timely manner. Videographer shall capture the images of Client's event in digital format at the output format preferred by Client.

Videographer is limited by the guidelines of the event site management of the Client. As such, Client agrees to accept the results made by the Videographer.

Videographer will not perform in an event that would in any case damage their equipment. If weather conditions prohibit video recording the event either in part or in whole and arrangements have not been made to move event indoors, the payments made shall not be refundable. Aerial footage shall not be available in prohibited airspace or such is not clear from any obstruction that may damage the equipment or harm others.

PAYMENT:

Client agrees to pay Videographer the amount of _____ (the "Contract Amount") as payment for the Services rendered by the latter.

DEPOSIT:

At the time of signing the Agreement, Client shall pay a non-refundable rate of _____ of the Contract Amount for the services of Videographer. The said amount shall be inclusive of the total contract amount for the Services.

CANCELLATION POLICY:

Payments made in advance shall not be refundable unless such cancellation is due to causes by Videographer or due to a fortuitous event. If notice is made fifteen (15) days prior to the scheduled event, Client shall receive a refund of 50% from the downpayment. Refund payments shall be made within thirty (30) days after the scheduled event.

COPYRIGHT:

All the works, styles, ideas, products, and output developed in whole or in part by the Videographer in relation to the Services shall be owned by the Client. However, the copyright ownership shall be with the Videographer until final payment is made where such copyright ownership will partially be transferred to Client with the following rights:

1. Client hereby grants the Videographer and its heirs, assigns, and legal representatives the irrevocable and unrestricted right to use and publish videos of the client or in which the client may be included, for editorial, trade, advertising, or any other purpose;
2. Client may alter the videos without any restriction;
3. Client may copyright the video;
4. Videographer may use excerpts of the video created for portfolio and advertising purposes of their services unless an agreement is made separately.

INDEMNIFICATION:

The Parties agree to indemnify, hold harmless, and release each other from any and all claims, causes of action, losses, expenses, fees, including, but not limited to, attorney's fees, and judgments which may be asserted against the party resulting from their acts or omissions hereto.

WARRANTY:

Videographer shall provide services under the terms and conditions of this Agreement in a timely manner meeting the generally accepted standards in videography.

DEFAULT:

In case of default by any of the Parties hereto, the other party may terminate this Agreement by submitting a written notice to the other. Such notice shall provide explicit details for the nature of the default. The other party shall have five (5) days to cure such default.

ARBITRATION:

Any disputes arising out of or relating to this Agreement shall be resolved by the parties through Arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall mutually select three (3) arbitrators who shall jointly resolve the controversy. The ruling of the arbitrators shall be final, binding, and executory.

SEPARABILITY CLAUSE:

Should any of this contract be held invalid by any competent court, the same shall apply only to the provision involved, and the remaining provisions hereof shall remain valid and enforceable.

👤 GOVERNING LAW:

This Agreement and any dispute arising under it shall be construed in accordance with the laws of the State of _____ without regard to conflict of law principles.

👤 NON-WAIVER:

The failure of either party to insist upon the strict compliance with and performance of any of the terms, conditions and covenants hereof shall not be deemed as a relinquishment or waiver of any rights or remedy that said party may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained, but the same shall continue to be in full force and effect. No waiver by either party shall be deemed to have been made unless expressed in writing and signed by the waiving party.

👤 ENTIRE AGREEMENT:

This agreement contains the entire understanding between Videographer and the Client. It supersedes all prior and simultaneous agreements between the parties.

The Parties herein have set their hands and make this Agreement effective on the date above written:

Videographer

Client



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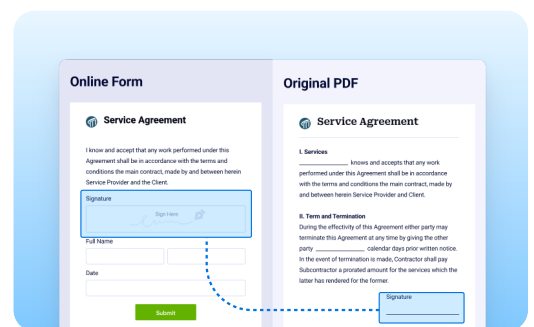
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