



# Wedding Video Agreement

## **Definition of Terms**

Client – individual seeking videography services

Videographer(s) – 41 Productions

The Wedding – Event for which 41 Productions is hired to provide videography services

A \$400 non-refundable deposit is required to reserve your wedding date. The amount will go toward the balance of your video and insures the booking of your wedding. The remainder of the balance along with an 8.25% sales tax will be due 2 weeks prior to the wedding date. You can mail checks to 41 Productions, 6900 I-40 West Suite #160, Amarillo, TX 79106

## **Description of Services**

The services that 41 Productions provides includes documenting the events of the wedding day to the best of our ability for \_\_\_\_\_, (41 Productions client).

The video footage used in the final video has been included at the discretion of 41 Productions. 41 Productions is not liable for video footage not included in the final video if not indicated in the wedding video questionnaire sent to the client before the wedding date. 41 Productions does not guarantee that specific people or events will be shot or included in your video, but we will do our best to capture as much as possible.

## **Creative Freedom**

Our primary goal is your satisfaction. Client grants 41 Productions full production and creative license to film and edit the final video based on our style without the option for a re-editing request by Client, unless there are obvious errors with DVD playback or grammatical errors. Requested edits by client to the final video are subject to approval by 41 Productions and a fee of \$100 per video clip changed and the cost of \$30 per DVD purchased. All changes and/or errors must be submitted within 30 days of receiving the completed video. Please understand that this is a creative piece of work and refunds will not be given due to your opinion of the video. No two wedding videos will be exactly the same, therefore, the length of each video will vary.

### **Videographer(s)/Shooter(s)**

Client understands that this package is subject to having a separate videographer other than 41 Productions' primary videographer/owner, Lindsay Haworth, at their event. The client also understands that our associate videographers are trained in our advertised style and filming of weddings and events. It is understood that 41 Productions is the exclusive official videographer and all others videotaping may do so only at the discretion of 41 Productions.

### **Meal Provided**

Videographer(s) and staff shall be provided with a meal at the reception and allowed reasonable time for eating. No videotaping will be done at this time unless prior arrangements have been made with 41 Productions. Such meals need to be provided for the Videographer(s) during the meal time, leaving Videographer(s) with enough time to eat before shooting begins. 41 Productions is not liable for any impromptu events happening during dinner in the case that Videographer(s) aren't seated in the same room as the guests. This allows us to fully be present and not have to exit off-location between the ceremony and reception.

### **Church Regulation on Videography**

It is the responsibility of Client to secure permission for 41 Productions to shoot in your desired location. The payments rendered are non-refundable if such officials, rules or regulations prevent videotaping. 41 Productions will adhere to the rules and standards of the church or synagogue, regarding camera placement at ceremony. We cannot guarantee unobstructed shots due to the set-up of your location or limited mobility.

## **Copyright, Usage and Archiving**

41 Productions reserves all rights to the video production and may use original and/or duplicate videotape/s for demonstration, publication, promotional or other purposes. Original footage and copyrights remain the exclusive property of 41 Productions. UNAUTHORIZED duplication and/or reproduction of this video are a violation of federal copyright laws and are STRICTLY PROHIBITED. 41 Productions shall be liable for archiving videos made at your wedding for a period of 2 years after the event date. 41 Productions shall not be held liable for archived video lost due to acts of war or terrorism, or natural disasters. After completion of video, 41 Productions will master the video to a digital video file for archiving and for re-formatting to future media in the years to come.

Once delivered, 41 Productions is not liable for destruction or damage of DVDs owned by client in addition to master file on our local servers in the event of a catastrophe. It is the responsibility of Client to keep a back-up of the wedding video they receive.

41 Productions has the right to refuse to produce any video that could violate libel or copyright laws, or in the course of its production could cause or contribute to bodily injury, death, equipment damage or property damage or destruction.

# Product, Pricing and Order Fulfillment

The target date for completion and delivery of the final video is 4-6 weeks after the date of the wedding, (if a fully completed questionnaire and all song choices have been given to 41 Productions, along with the final payment). We are not held liable before this target date.

## Compensation and Fees

An initial retainer payment is due at the execution of this Agreement, which will be applied to the total package price amount and reserve your wedding date with 41 Productions. Client's payment schedule is as follows: \$400 deposit due to reserve date and the remaining balance of the total package price along with an 8.25% sales tax is due 2 weeks prior to the wedding. Any a la carte choices made after the initial contract signing and package purchase will be added to the existing total, and will be due 2 weeks prior to the wedding. The specific amount due to 41 Productions for services is specified on page 6 of the contract, and reflects all services agreed on by Client and 41 Productions for the wedding. The amount due shall be paid in full prior to delivery of any part thereof.

As stated in your chosen wedding package, the total package cost to the client amounts to the amount stated on page 6 of the contract, which includes Ceremony & Reception coverage. Your wedding video will be on DVD format. Additional copies can be purchased for \$30.00 each. Upon your signature, 41 Productions reserves the time and date agreed upon. For this reason, a non-refundable retainer must be received before we can reserve your date. We will not begin filming until the balance is paid in full, unless other arrangements have been made with 41 Productions.

## Travel Accommodations

41 Productions will book Videographers' travel accommodations. 41 Productions will consider options offered by Client as long as the Client provides these options to 41 Productions at the time of booking or within thirty (30) days of booking 41 Productions for your wedding. As indicated below, Client shall be responsible for payment of travel fees, which will be included in the contract on page 6. Any other travel fees will be billed after the wedding.

For filming outside of the Amarillo, Texas city limits we require a travel expense of .50 cents per mile driven. Any wedding more than 120 miles away from Amarillo, Texas is subject to a one (1) night hotel stay for and any wedding more than 240 miles away from Amarillo, Texas may require two (2) nights hotel stay for videographers.

## Cancellation

If the Client herein cancels the wedding video services for any reason, any fees paid at the time of cancellation (even if the balance is paid in full) are **NONREFUNDABLE**. If the wedding is cancelled, The Client must notify The Videographer(s) of his/her desire to cancel the contract, and upon receipt of that information 41 Productions will cancel all remaining services. This cancellation letter must be written and signed by both bride and groom. Any wedding canceled within 6 months of event date, will be responsible for paying half of the remaining balance.

If 41 Productions cancels the contract due to non-compliant Client (Client violates any terms of the Contract), or incompatibility between Client and 41 Productions, please understand that any fees paid for services/products already completed will not be refunded.

Any failure to make timely payments may result in cancellation of this contract by 41 Productions. 41 Productions will make every attempt to provide notice to Client before cancellation occurs.

## **Limitation of Liability**

If 41 Productions is unable to perform the services agreed upon for whatever reason, other than an act of God (i.e. inclement weather, unforeseen emergencies, illness, scratched tape, etc...), we will refund the total amount of investment agreed upon, minus the \$400 deposit and if applicable, any raw footage shot. 41 Productions is not held liable for emotional damages in the event that we are unable to perform services agreed upon. We are not liable for a cancellation of an indoor/outdoor wedding due to inclement weather, snowstorms, tornadoes, etc... In circumstances beyond 41 Productions' control where videographers hired will not be able to attend reserved wedding date, such as an illness or family emergency, you agree to allow 41 Productions to hire another one of our professionally trained videographers to fulfill the agreement.

### **Waiver of claims seeking damages beyond refund of fees paid to Videographer**

*While every reasonable effort will be made to produce and deliver an outstanding video of your wedding, 41 Productions' entire liability to Client for any claim, loss, injury or damage arising or relating to this Agreement or the performance hereunder of any Videographer(s) herein, including the negligence of said Videographer(s), is limited to a refund to Client of the amount paid for services, minus the \$400 deposit. Client is not entitled to any additional compensation or relief outside of the amount paid for services, including but not limited to emotional damages or any other equitable remedy, and by signing below Client acknowledges the waiver of any claim.*

Due to the uncontrolled nature of The Wedding, The Videographer(s) cannot guarantee delivery of any specifically requested video footage except for video recordings made under such conditions that The Videographer(s) have complete control over. All variables which contribute to the production of a video, include but are not limited to, lighting, subject position, and distance to camera. We cannot guarantee unobstructed shots due to the set up of your location and/or limited mobility. Additionally, The Videographer(s) cannot be responsible for the effects of the subjects' physical appearance, including body position, facial expressions, verbal stuttering, blinking or clothing. The Videographer(s) cannot be responsible for the effects of environmental conditions, including, but not limited to, weather conditions, temperature, existing lighting or aesthetics of the shoot location.

# Agreement

This Agreement incorporates the entire understanding of the client(s), to all its terms, and acknowledge receipt of a completed copy of the Agreement signed by Client(s) involved. What is in writing in this agreement between 41 Productions and the paying client is the only agreement. No oral agreements outside of this document are legal and binding. To make changes, the client must send, in writing, any additional changes prior to event date.

## Acknowledgment

Client(s) acknowledge that he or she has had an adequate opportunity to read and study this Agreement.

This Agreement incorporates the entire understanding of Client, and Client agrees to all its terms, and acknowledges receipt of a completed copy of the Agreement.

The Client(s) signing below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this agreement

## Pricing and Payment Policy

Payments made before the Wedding date shall be defined as "Retainer(s)" and are non-refundable upon cancellation of the Wedding, but may be re-applied subject to availability if the wedding is rescheduled. Canceled weddings must be rescheduled within 60 days of notice of cancellation in order to re-apply retainer(s). If the Wedding is canceled, Client must notify 41 Productions in writing that the event has been canceled. Otherwise, Client shall be responsible for the payment schedule as set forth above. Rescheduled events shall be subject to standard pricing in effect on the date to which the event has been rescheduled, and any pricing changes shall be documented in a new contract. Additional coverage, not included herein, will be applied to current contract. Any discounts will be applied at the time of purchase.

I \_\_\_\_\_ hereby state that I have read and reviewed the Wedding Video Agreement with 41 Productions and have no further questions regarding my wedding videography.

Signature (Bride): \_\_\_\_\_

Signature(Groom): \_\_\_\_\_

Today's Date: \_\_\_\_\_

41 Productions Rep: \_\_\_\_\_

Title: \_\_\_\_\_



## Client Contact and Event Information

Bride's Name: \_\_\_\_\_

Groom's Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Date/Time of Wedding: \_\_\_\_\_

## Package and Pricing Information

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

Add'l Changes: \_\_\_\_\_

Mileage: \_\_\_\_\_

Amount Due: \_\_\_\_\_

Amount w/ Tax: \_\_\_\_\_

Add'l Travel/Hotel:  
Reimbursements \_\_\_\_\_

Deposit Paid: \_\_\_\_\_

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

Remaining Balance: \_\_\_\_\_

Date Fully Paid: \_\_\_\_\_