

Video Contract

Client Information (party responsible for payment)

Name: _____

Address: _____

City, State, Zip: _____

Day Phone: _____ Evening

Phone: _____

Email: _____

Event Information

Description:

Run-through Date & Time: _____

Event Date(s): _____

Start Time: _____ End Time: _____

Location

Address: _____

City, State, Zip: _____

Location Phone: _____

Basic Production Costs

One camera: \$??/hour
Two cameras (one static, one mobile): \$??/hour
Two cameras (both mobile): \$??/hour
Video Editing: \$??/hour
DVD Copies (basic): \$?? each
Travel (outside of <CITY> area): \$.??/mile

* A minimum of 30 minutes will be added to the video shoot time to allow for set-up.

Estimate

Capture Event: ____ Hours @??/Hour = \$ _____
Edit to final version: ____ Hours @ \$??/Hour = \$ _____
Disc Copies: ____ Copies @ \$?? each = \$ _____
Master Tapes: ____ Tapes @ \$?? each = \$ _____
Tape Capture: ____ Tapes @ \$?? each = \$ _____
Other _____ = \$ _____
Total: \$ _____

This is an estimate only and is based on the best information available at the time this contract was signed. The client will be advised before the work is started if the realities of the event/project will cause the final balance due to exceed the estimate.

Terms and Conditions of Contract

1. Payments - An initial reservation fee of \$???.00 is required with the signed contract to hold shooting dates and pre-production video planning. Reservation fees are non-refundable.

The remaining balance is due in two payments:

- a) Payment for the video capture portion of the work is due within 24 hours after that portion of the work is complete.
- b) The final payment is due upon delivery of the completed product.

2. Delivery of Finished Product - Clients are welcome to pick up their video(s) in person or to have the products shipped at their expense.

3. Usage - All video masters and raw footage remain the exclusive property of the client. <COMPANY NAME> must obtain permission of the client to use the footage for any purpose beyond the delivery and creation of the final delivered product for the client. All video masters will be given to the client and charged for by the physical tape once the footage has been captured <COMPANY NAME> computers for editing.

4. Postponement/Cancellation - In the event of a postponement or cancellation of the event/contract, the reservation fee is not refundable.

5. Studio liability <COMPANY NAME> takes the utmost care with respect to the production, postproduction and delivery of the video(s). However, in the <COMPANY NAME> fails to comply with the terms of this contract, due to any event or act outside the control of <COMPANY NAME>, <COMPANY NAME> liability is limited entirely to the reservation fee and any deposits paid. <COMPANY NAME> shall not be held liable for injury or damages exceeding the value of this agreement and limits any liability for loss, damage, or failure to deliver the videos, for any reason to the return of all payments previously made. The client agrees that no further legal action will be pursued.

6. Assigns/Substitutions - In the event of illness or any reason outside the control of <COMPANY NAME>, <COMPANY NAME> reserves the right to substitute for the videographer(s) assigned.

7. Production - In the unlikely case that a particular segment of the event is either not recorded, partially recorded, or recorded un-acceptably due to an equipment or videographer error, <COMPANY NAME> will not charge the client for that time and will agree to a re-shoot of that segment at no charge to the client. *Every effort must be made to have the lighting at all locations set to a level acceptable by the representative(s) of <COMPANY NAME>* <COMPANY NAME> reserves the right to request changes in lighting levels at event locations. *Failure to accommodate lighting requirements will cause grainy and unclear video.*

Terms and Conditions of Contract (cont.)

8. Copyrights - It is the sole responsibility of the client to ensure that there are no copyright infringements in the delivered product.

9. Model releases - Because the client owns the rights to all the captured video, it is their responsibility to ensure that all persons appearing in the video understand their rights and compensation wrt the final product.

10. Collaboration - <COMPANY NAME> will work closely with the client to deliver the final product. The client will determine when the video is in an acceptable state to be delivered. Please note that "Editing to final version" is charged by the hour. Clear and efficient communication between the client and <COMPANY NAME> is key to getting a project done on time and within the budget/estimate. <COMPANY NAME> will not charge the client if a misunderstanding by <COMPANY NAME> causes additional time spent. However, changes due to the client "changing their mind" will be charged.

11. Disc Compatibility - <COMPANY NAME> authors discs using the most compatible blank media on the market for set-top players. <COMPANY NAME> is not responsible for incompatibility with the discs authored and the client/customer's player.

12. Archival - <COMPANY NAME> will keep all event/project data on our computers for ?? days after final product delivery. Archival beyond that time is the client's responsibility. <COMPANY NAME> will transfer all computerized event/project data to a client's external hard drive at no extra charge.

Acceptance of contract – The above prices, specifications and conditions are satisfactory and are hereby accepted. <COMPANY NAME> is authorized to do the work as specified. Payment will be made as outlined above.

Client _____ Date _____

<COMPANY NAME> _____ Date _____