

Wedding Videography Contract



Videos for all occasions!

CLIENT TERMS AND CONDITIONS

1. **Usage of Video Footage** - Picture Perfect Video Creations (herein referred to as STUDIO) reserves the right to use the video footage as demonstration material for other potential clients. The STUDIO reserves the right to use the original tape and/or reproductions for display, publication, or other purposes. As owner of all Master Footage of the taped event, the STUDIO reserves the right to sell or transfer ownership of the footage to a third party of its choosing.
2. **Exclusive Videographer** - The STUDIO shall be the exclusive videographer retained by the Client for the purpose of taping said event. Family and friends of the Client shall be permitted to video tape the event as long as they shall not interfere with the STUDIO's videographers.
3. **Ownership of Video Footage** - The STUDIO will retain possession and ownership of all master footage from the recorded event, even after the transaction is complete. All master footage that has been taped will be kept on-site, and will remain as the exclusive property of the STUDIO. A copy of this footage will be made available for purchase upon request. No videotape, either in progress or completed, may be taken off the STUDIO premises unless balance due for same is paid in full.
4. **Intent of Video Project** - The client purchasing this video project acknowledges that this video may only be displayed for personal, non-commercial reasons. No financial gain is to be acquired by the display of this video.
5. **Copyright Permissions** - The client is fully responsible for the retaining of all copyright permissions for the usage of copyrighted music, photos, and/or video footage that is provided to the STUDIO for usage in the video project. The STUDIO will not be held liable for copyright infringement on any material provided by the client to be used in its video projects.
6. **Videographers** - The STUDIO may substitute another videographer to perform its services on said wedding date in the event of personal illness or scheduling conflicts. In the event of such a substitution, the STUDIO warrants that the videographer shall be a competent professional.
7. **Food** - If video coverage is 5 hours or greater, the Client will be responsible to provide a vendor's meal for the videographer(s).
8. **Parking Fees** - Parking fees (valet or self-parking) for each videographer's vehicle will be charged to the Client.
9. **Working Conditions** - The Client must provide a safe working environment and is responsible for any damage to equipment done by guests. Shelter must be provided from rain, extreme temperatures, and humidity. In the conditions, video may be limited.
10. **Project Completion** - Completion and delivery of the final product can be expected within 6-8 weeks of the taping date.
11. **Retainer and Payment Policy** - One-half of the total balance will be due upon the date at which this document is signed. This first payment, which consists of one-half of the total balance, is considered as the Retainer Fee. The final one-half of the total balance will be due upon delivery of the final product. If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, the Client shall be in default hereunder and shall pay 10% interest on the unpaid balance until payment is made in full.
12. **Cancellation** - In the event of a postponement or cancellation of this contract, the Retainer Fee is non-refundable.
13. **Failure to Perform** - If the STUDIO cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond its control (such as, but not limited to, videographer illness, weather conditions or facility limitations), the STUDIO's liability is limited to a refund of all monies paid by the Client to the STUDIO. This limitation also applies in the event that the video footage or project are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged by the Videographer. The STUDIO takes the utmost care with respect to the exposure, editing, duplication, and delivery of products and services offered. The STUDIO and its videographers shall not be liable for any amount in excess of the retail value of the Client's order.
14. **Client's Originals** - If the Client is providing original prints, negatives, film, or other video footage owned by the Client to be used in the video project, in the event of loss or damage to this property, the STUDIO and its videographers shall not be liable for an amount in excess of the cost of raw stock and processing.
15. **DVD Player Compatibility** - It is understood that the STUDIO cannot guarantee that the final DVD copy (or copies) of the wedding will play on every DVD player. Some DVD players are not capable of reading/playing the DVD+R and DVD+RW media format types that are currently available.
16. **Video Quality** - It is understood that the STUDIO cannot guarantee the video quality if low lighting conditions are present.
17. **Price List** - The charges in this contract were based on the STUDIO's standard price list. The STUDIO reserves the right to periodically adjust its price list, and future orders shall be charged at the prices in effect at the time when the order is placed.
18. **Notice of Copyright** - It is illegal to copy or reproduce these videotapes and/or DVD's elsewhere without the STUDIO's permission, and violators of this Federal Law will be subject to its civil and criminal penalties. The Client is obtaining videos for personal use only, and shall not sell said videos or authorize any reproductions thereof by parties other than the STUDIO.
19. **Miscellaneous** - This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. This Agreement shall be governed by the laws of the State of Indiana.

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