



Purpose Video Services

VIDEOGRAPHY SERVICES AGREEMENT

This Videography Services Agreement (the "Agreement") is dated as of _____, 20____, by and between **Purpose Video Services** ("Contractor") and _____ ("Client") (collectively the "Parties").

The Parties agree as follows:

- 1. SERVICES:** Purpose Video Services will perform the videography services described below (the "Services"): _____

_____.

While performing the Services, Contractor shall be aware of and abide by the following restrictions: _____

_____.

2. TIME OF COMPLETION:

- The Services shall commence on _____, 20__, for _____ (*specify the type or name of event, if desired*) _____, beginning at __:__ .m., and concluding at __:__ .m., at _____ (*location*) _____. The DVD(s) and/or media card(s), or any other video materials produced for Client in connection with the performance of the Services shall be delivered to Client no later than _____, 20__. Time is of the essence.
- The Services are ongoing, and shall be completed _____ (*e.g. weekly, bi-weekly, daily, etc.*), commencing on _____, 20__. The Services shall be performed on _____ (*insert day of the week*) _____ between the hours of _____ a.m. and _____ p.m.
- The Services are ongoing, and shall be completed as required by the Client, for the duration of the term of this Agreement.

3. EQUIPMENT:

- Client shall provide the following equipment for Contractor's use when performing the Services: _____ . Contractor shall provide all other equipment necessary to perform the Services.
- When performing the Services, Contractor will use his/her own equipment.

4. COST:

Per the description herein of the services to be provided and reimbursed expenses:

- The final cost to the Client will be _____ Dollars (\$_____).
- The final cost to the Client will not exceed _____ Dollars (\$_____).

5. PAYMENT:

- Client shall pay Contractor a 25% initial deposit in the amount of \$_____, to reserve the selected date and time of the requested videography services. This reservation fee will be credited to the final amount owed.
- Client shall make a one-time payment to Contractor for the final cost at the end of the term.
- Client shall pay Contractor for the Services and reimbursed expenses the sum of _____ Dollars (\$_____) per _____.

The payment(s) shall be paid in the following manner:

- 6. OTHER EXPENSES/ACCOMODATIONS:** Client shall reimburse Contractor for the following expenses only: _____

_____.

Client shall be responsible for providing to the Contractor the following accommodations only: _____
_____.

7. TERM:

- The term of this Agreement shall begin on _____, 20____, and shall expire on _____, 20____.
- The term of this Agreement shall begin on _____, 20____, and shall continue until terminated by either Party. Termination requires the terminating Party to give prior written notice to the non-terminating Party.

8. GENERAL PROVISIONS:

- (a) All work shall be completed in a professional manner, and if applicable, in compliance with all building codes and other applicable laws.
- (b) To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- (c) In the event Client shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute. Any paid reservation fee is not refundable.
- (d) Contractor shall not be liable for any delay due to circumstance beyond its control.
- (e) Contractor is an independent contractor and not an employee of Client.
- (f) Any changes to this document must be signed by both Contractor and Client.
- (g) This Agreement shall be construed in accordance with the laws of the state of California.
- (h) Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.
- (i) The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement.
- (j) This Agreement constitutes the entire agreement between the Client and the Contractor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

(k) **7. ILLNESS AND UNEXPECTED EVENTS:** Purpose Video Services will not be liable to Client under any circumstances if its performance is prevented or impaired due to war, insurrection, strikes, walk-outs, riots, fire, acts of God, including adverse weather conditions and earthquakes, shortages or unavailability of labor or materials, laws or governmental restrictions which conflict with the terms of this Agreement, or any other matter beyond the reasonable control of Purpose Video Services. In the event of any unanticipated videographer illness Purpose Video Services shall make reasonable efforts to substitute another competent professional. If another videographer cannot be assigned in time for the Event, Purpose Video Services shall promptly return to Client all fees previously paid by Client, and shall then have no further liability with respect to this Agreement. Purpose Video Services reserves the right to decline outdoor videotaping in the event of inclement weather. Client is responsible for providing an alternate nearby location in the event of inclement weather.

8. LIQUIDATED DAMAGES: Client and Purpose Video Services recognize it is extremely difficult and impractical to ascertain the extent of Client's actual damage in the event of a breach on the part of Purpose Video Services. Therefore, the parties agree that in the event of any breach arising from the negligence or other unintentional conduct of Purpose Video Services, including, without limitation, any damage to or loss of any videotape footage or photographs, Client shall be entitled to the following: **IN THE EVENT OF DAMAGE TO OR LOSS OF ANY VIDEOTAPE FOOTAGE:** A percentage reduction in the price of the video package, based upon the amount of actual tape-time which has been damaged, lost or not captured. Client would then receive the final product, containing the footage from the Event, which was captured, not lost or damaged. The return of such fees and payment of such damages shall be the sole and exclusive remedies available to Client.

9. NON-REFUNDABLE RESERVATION FEES: A 25% reservation deposit of \$_____ is due upon the signing of this Agreement. Once the Agreement is signed and the deposit is paid, Purpose Video Services shall reserve the time and date agreed upon for the Event and will not make other reservations that will conflict with the Event.

10. PAYMENT SCHEDULE: The payment schedule will be as follows:

1. \$_____ 25% reservation deposit
2. \$_____ 75% due upon the completion and client approval of the edited video.

* (See last page for breakdown of fees and package rate details)

NOTE: All deposits and payments must be made with a credit card, PayPal, or cashier's check-made payable to "Purpose Video Services". No personal checks will be accepted.

11. CHANGE IN DATE, TIME OR PACKAGE SELECTION: Client may upgrade Client's package selection at any time until the day of the event. In case of a change in the time or date of the Event, Purpose Video Services shall make reasonable efforts to accommodate the change or cancellation. However, if the new time or date conflicts with Purpose Video Services existing schedule, Purpose Video Services reserves the right to terminate the Agreement. In the event of

such termination, Client shall forfeit 15% \$_____ of the initial deposit of 25% \$_____ (if no agreement can be reached with the client for rescheduling the video shoot at a later date). If the client attempts to reschedule the video shoot date more than once, 15% \$_____ of the initial deposit of 25% \$_____ will be released to Purpose Video Services. The remaining 85% \$_____ of the initial 25% deposit will be returned to the client.

12. COMPLETION OF FINAL PRODUCT: The entire editing process, from time of scheduling to receipt of the final product is normally 5 business days, at which time Client will receive the final video product(s).

13. VENUE, ATTORNEY'S FEES AND APPLICABLE LAW: The validity and interpretation of this Agreement shall be construed in accordance with the laws of the State of California. Any court action to enforce this Agreement, or relating or arising out of this Agreement or the services provided by Purpose Video Services shall be brought in a court of competent jurisdiction in the County of Los Angeles, State of California. In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this Agreement, each party to this Agreement shall bear their own attorney's fees. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. Unless otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Each party represents that all required authorizations for its execution of this Agreement necessary to make this instrument binding in accordance with its terms against such party have been obtained and are in effect.

14. PUBLICITY RIGHTS/PROMOTIONAL USE OF IMAGES: The parties agree that Purpose Video Services may use images from Client's event for commercial use, including, without limitation, promotional videos for exhibition to other potential clients of Purpose Video Services

15. MODIFICATIONS: This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by Purpose Video Services in connection with the video services requested. It is intended by each party to constitute the final written memorandum of all of their agreements and understandings in this transaction. No covenants, warranties, and/or representations, expressed or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth above. If either party to this Agreement has attempted to make such covenants, warranties, and/or representations, promises or prior agreements, they are each superseded hereby and waived. Any waivers, terminations, amendments or modifications of, or additions to, this Agreement must be in writing signed by the party against which the enforcement of such writing is sought.

16. CREATIVE CLAUSE: It is understood that Purpose Video Services is the exclusive official videographer retained by the Client to cover this event. Purpose Video Services is granted full editorial, production and content control by the Client regarding all aspects of the production and post-production services. The Client will be allowed two rounds of edit requests – after the initial

cut and after the final cut. Requesting more than two edits will result in an extra charge that will be discussed prior to the video project completion. In the case a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master tape, it is at the sole discretion of Purpose Video Services as the exclusive Producer of the event's video recording. If something occurred at the event that Client does not want to appear on the final edited video, the Client must inform Purpose Video Services within 72 hours after the event's recording. Any requests for changes to the final edited master video, that are not the result of errors by Purpose Video Services will be made at the current rate per hour for editing and labor. Purpose Video Services cannot guarantee video or audio quality due to restrictions imposed at and/or by the event location. We are not responsible for shots that are missed or omitted because of videographer being blocked. Purpose Video Services retains the exclusive right to edit all of the video footage.

17. BREAKDOWN OF FEES AND PAYMENT SCHEDULE

Chosen Fee Rate: Hourly Rate: _____ **Day Rate:** _____ **Project Rate:** _____

Chosen Business Package: _____

Price: _____

Tax: _____

Deposit: MINUS \$ _____ 25%

Balance due: _____

75% of Balance: _____ (Upon completion and approval of the edited video)

“Integrity and Quality Service Are Our # 1 Focus”

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

Client:

Purpose Video Services

Signature

Signature

Name (please print)

Damon Jones
Name (please print)

Title (if applicable)

Video Production Manager/Owner
Title (if applicable)

Date

Date