

1. SERVICES PROVIDED

1.1 **Description of Services:** Videographer agrees to provide videography services for the Client's wedding event, scheduled for [Event Date], at [Event Location]. The videography services shall include capturing video footage of the Event, including but not limited to the ceremony, reception, and other specified events as agreed upon by both parties.

1.2 **Coverage:** The videographer will commence services at the agreed-upon start time and conclude at the agreed-upon end time, as specified in Exhibit A (Schedule of Services), attached hereto and incorporated by reference.

1.3 **Deliverables:** Videographer agrees to provide the Client with the following deliverables:

- a. Edited video(s) of the Event, as specified in Exhibit A.
- b. The edited video(s) will be delivered in a digital format (e.g., MP4) via online transfer or physical media (e.g., USB drive), as mutually agreed upon.

1.4 **Revisions:** The first revision is free of charge and errors are corrected at no charge (i.e. spelling technical errors). Further revisions will be charged at the current rate of \$50.00 USD per hour for editing and labor plus additional licensing or miscellaneous fees. Clients will be provided a firm quote and all payments must be received prior to videographer commencing work. Allow an additional 3-4 weeks per project for revisions. The videographer reserves the exclusive right to edit all video(s). Teasers or videos for social media may not be revised, other than error, and are edited at the sole discretion of the Company. All revision requests must be submitted within 30 days of film delivery.

2. PAYMENT

2.1 **Payment Amount:** In consideration for the videography services, Client agrees to payment terms of their selected package

2.2 **Late Payment:** In the event that Client fails to make any payments by the due dates specified in this Agreement, Videographer reserves the right to charge a late fee of \$20 USD per day for each day the payment is overdue.

3. CANCELLATION AND RESCHEDULING

3.1 **Cancellation by Client:** If the Client cancels this contract more than five days before the wedding, the deposit will be refunded. If the Client cancels this contract less than five days before the wedding, the deposit will be forfeited.

3.2 **Cancellation by Videographer:** In the unlikely event that the Videographer is unable to perform the services due to unforeseen circumstances, the Videographer will make reasonable efforts to provide a replacement videographer. If a suitable replacement cannot be found or if the Client prefers not to accept the replacement, all payments made by the Client will be refunded in full, and the Client will have no further claims against the Videographer.

3.3 **Rescheduling:** If the Client wishes to reschedule the Event, the Videographer will make reasonable efforts to accommodate the new date, subject to the Videographer's availability. Any additional costs incurred due to rescheduling will be borne by the Client.

4. RIGHTS AND OWNERSHIP

4.1 **Ownership:** The Client acknowledges and agrees that the videography footage and edited videos produced by the Videographer are the exclusive property of the Videographer.

4.2 **Usage Rights:** The Client is granted personal, non-exclusive, and non-transferable rights to use the edited videos for personal use only, including sharing with friends and family. The Client agrees

not to sell, license, or otherwise commercially exploit the videos without the written consent of the Videographer.

5. COPYRIGHT

5.1 **Copyright Notice:** The Client agrees that the Videographer may use any of the footage or edited videos for promotional and marketing purposes, including but not limited to posting on the Videographer's website, blog, social media, or portfolio, without additional compensation to the Client.

6. LIMITATION OF LIABILITY

6.1 **Limitation of Liability:** In the event of any dispute arising out of or relating to this Agreement, the total liability of the Videographer shall not exceed the Total Fee paid by the Client. The Videographer shall not be liable for any consequential, indirect, or special damages.

7. INDEMNIFICATION

7.1 **Indemnification:** The Client agrees to indemnify and hold harmless the Videographer from and against any claims, losses, liabilities, expenses, damages, or costs (including reasonable attorney's fees) arising out of or related to the Client's use of the videography services.

8. FORCE MAJEURE

8.1 **Force Majeure:** The Videographer shall not be liable for any failure or delay in the performance of services under this Agreement if such failure or delay is due to causes beyond the Videographer's reasonable control, including but not limited to acts of God, natural disasters, labor disputes, or governmental actions.

9. ENTIRE AGREEMENT

10.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the Client and the Videographer and supersedes all prior and contemporaneous agreements, representations, and understandings, whether oral or written.

