



VIDEOGRAPHY & PHOTOGRAPHY

WWW.GODINAVIDEO.COM

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CONTRACT FOR VIDEOGRAPHY SERVICES

This agreement (“Agreement”) constitutes a binding contract for videography services and/or products. By signing this Agreement, the clients, identified on page three of this Agreement (collectively referred to below as “Client”) agrees to pay *Godina Videography & Photography* for the services and/or products provided by *Godina Videography & Photography* at the price set forth on page three of the Agreement.

The following terms and conditions shall also apply to Client’s engagement of Godina Video Productions:

1. EXCLUSIVITY: *Godina Videography & Photography* shall be the only **videography** service provider retained by the Client for the event identified on page three of this Agreement (referred to below as the “Event”). Family and friends of Client shall be permitted to videotape the event, for non-commercial purposes, provided that such person or persons do not interfere with the videographer’s duties. If, in the opinion of the assigned videographer, such person or persons are inhibiting the videographer from performing his or her duties, Client shall require the person interfering with the videographer to stop all further videotaping.

2. VIDEOGRAPHER: *Godina Videography & Photography* shall assign a videographer from its staff exclusively for Client’s Event. If necessary, assistants to such videographer shall attend the Event. *Godina Videography & Photography* reserves the right to change any initial assignment and substitute another staff videographer at any time due to illness. **Due to the length of time required to videotape the Event, Client agrees to provide the videographer and any assistants with a meal during the Event.**

3. ILLNESS AND UNEXPECTED EVENTS: *Godina Videography & Photography* 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 *Godina Video Productions*. In the event of any unanticipated videographer illness *Godina Videography & Photography* shall make reasonable efforts to substitute another competent professional. If another videographer cannot be assigned in time for the Event, *Godina Videography & Photography* shall promptly return to Client all fees previously paid by Client, and shall then have no further liability with respect to this Agreement. *Godina Videography & Photography* 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.

4. LIQUIDATED DAMAGES: Client and *Godina Videography & Photography* 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 *Godina Video Productions*. Therefore, the parties agree that

in the event of any breach arising from the negligence or other unintentional conduct of *Godina Video Productions*, 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. IN THE EVENT OF DAMAGE TO OR LOSS OF ANY PHOTOGRAPHS: Payment in the sum of \$1.00 per/lost damaged photograph. The return of such fees and payment of such damages shall be the sole and exclusive remedies available to Client.

5. NON-REFUNDABLE RESERVATION FEES: A reservation deposit of **\$500.00** is due upon the signing of this Agreement. Once the Agreement is signed and the deposit is paid, *Godina Videography & Photography* shall reserve the time and date agreed upon for the Event and will not make other reservations that will conflict with the Event. For this reason all reservation fees are NON-REFUNDABLE.

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

1. \$500 deposit - NON-REFUNDABLE.
2. 90% of remaining balance due 1 month prior to event.
3. Final balance of 10% due upon completion of your video.

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

Should any check fail to clear the account against which it is drawn (for any reason, including insufficient funds), Client shall pay an additional fee of \$35.00.

7. CHANGE IN DATE, TIME OR PACKAGE SELECTION: Client may upgrade Client's package selection at any time until the day of the event. However, under no circumstances shall Client be permitted to change its selection to a lower-priced package. In case of a change in the time or date of the Event, *Godina Videography & Photography* shall make reasonable efforts to accommodate the change. However, if the new time or date conflicts with *Godina Video Productions'* existing schedule, *Godina Videography & Photography* reserves the right to terminate the Agreement. In the event of such termination, Client shall forfeit any previous non-refundable deposits.

8. COMPLETION OF FINAL PRODUCT: The entire editing process, from time of scheduling to receipt of the final product is normally 9 to 12 weeks, at which time Client will receive the final product of the Event.

9. 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 *Godina Videography & Photography* shall be brought in a court of competent jurisdiction in the County of Orange, 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.

10. PUBLICITY RIGHTS/PROMOTIONAL USE OF IMAGES: The parties agree that *Godina Videography & Photography* may use images from Client's event for commercial use, including, without limitation, promotional videos for exhibition to other potential clients of *Godina Videography & Photography*.

11. MODIFICATIONS: This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by *Godina Videography & Photography* in connection with the Event. 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.

12. CREATIVE CLAUSE: It is understood that *Godina Videography & Photography* is the exclusive official videographer retained by the Client to cover this event. *Godina Videography & Photography* is granted full editorial, production and content control by the Client regarding all aspects of the production and post-production services. 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 *Godina Videography & Photography* 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 videotape, the Client must instruct *Godina Videography & Photography* with-in two weeks after the event's recording. Any requests for changes to the final edited master videotape, that are not the result of errors by *Godina Videography & Photography* will be made at the current rate per hour for editing and labor. *Godina Videography & Photography* cannot guarantee video or audio quality due to restrictions imposed at and/or by the event location. Because the videographers cannot interrupt or interfere with the ceremony in any way to correct less than satisfactory shooting conditions, the Client shall insure the placement of the bridal party, officiant(s) and altar decorations does not obscure or block the view of the bride and groom. We are not responsible for shots that are missed or omitted because of videographer being blocked. *Godina Videography & Photography* retains the exclusive right to edit all videotape.

13. BREAKDOWN OF FEES AND PAYMENT SCHEDULE

Package Selection: Bronze: _____
 Silver: _____
 Platinum: _____

Package Price: _____

Tax: _____

Deposit: - \$500

Balance due: _____

90% of Balance: _____ Due Date: _____

10% of Balance: _____ (*Upon completion of video*)

We look forward to working with you!

Client's Name (Please Print)

Client's Signature

Date

Godina Videography & Photography

Date

Make checks payable to Robert Godina