Main Event Productions – Videography Service Contract

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www.MainEventNC.com

This contract for services is entered between _____ (hereafter known as the client) and Main Event Productions, LLC dba. Main Event Productions—Videography Service (hereafter known as Main Event Productions).

It will be our pleasure to provide our videography service for your event on the date of **___/___/____** at the location of **_____.**
The fee we agree upon is **$_____** for a service of _____ package for a time frame of _____ hours plus add-ons including: _____.

A deposit of $100 is required to reserve the date listed above for this service. The remaining balance of **$_____** is to be paid no later than 30 days prior to the event date.

I understand that the event will begin at the time of **___:___** and end at the time of **___:___** and that each additional hour will be charged at $**100/hr.**

The following terms and conditions shall also apply to Client's engagement of Main Event Productions:

1. EXCLUSIVITY: *Main Event Productions* shall be the only **videography** service provider retained by the Client for the event identified in 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: *Main Event Productions* shall assign a videographer from its staff exclusively for Client's Event. If necessary, assistants to such videographer shall attend the Event. *Main Event Productions* reserves the right to change any initial assignment and substitute another staff videographer at any time due to illness.

3. ILLNESS AND UNEXPECTED EVENTS: *Main Event Productions, LLC* 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 *Main Event Productions*. In the event of any unanticipated videographer illness *Main Event Productions* shall make reasonable efforts to substitute another competent professional. If another videographer cannot be assigned in time for the Event, *Main Event Productions* shall promptly return to Client all fees previously paid by Client, and shall then have no further liability with respect to this Agreement. *Main Event Productions* 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 *Main Event Productions* 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 *Main Event Productions*. Therefore, the parties agree that in the event of any breach arising from the negligence or other unintentional conduct of *Main Event 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. 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 **$100.00** is due upon the signing of this Agreement. Once the Agreement is signed and the deposit is paid, *Main Event Productions* 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. $100 deposit - NON-REFUNDABLE.
2. Remaining balance is due no later than 30 days prior to event date.

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, *Main Event Productions* shall make reasonable efforts to accommodate the change. However, if the new time or date conflicts with *Main Event Productions*' existing schedule, *Main Event Productions* reserves the right to terminate the Agreement. In the event of such termination, Client shall forfeit any previous non-refundable deposits.

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

9. MODIFICATIONS: This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by *Main Event Productions* 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.

10. CREATIVE CLAUSE: It is understood that *Main Event Productions* is the exclusive official videographer retained by the Client to cover this event. *Main Event Productions* 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 *Main Event Productions* 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 *Main Event Productions* not to include said footage. Any requests for changes to the final edited master videotape, that are not the result of errors by *Main Event Productions* will be made at the current rate per hour for editing and labor. *Main Event Productions* 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. *Main Event Productions* retains the exclusive right to edit all videotape.

In addition to all above stated items by signing below, I agree that Main Event Productions has the authorization to charge my credit card on file for the full amount of quoted price unless other payment arrangements have been made prior to 30 days before event date.

Total Fee Schedule:
Base Package:_____ $ _____
Add-ons:_____ $ _____
_____ $ _____
_____ $ _____
_____ $ _____
_____ $ _____

Deposit Amount Paid (Minimum $100): - $_____

REMAINING BALANCE DUE: $ _____

_____ _____ / _____ / _____
CLIENT SIGNATURE **DATE**

_____ _____ / _____ / _____
MAIN EVENT PRODUCTIONS REPRESENTATIVE **DATE**