

## MAC MEDIA 121 Videography Contract

This agreement is between Michael Cummings (hereafter "Videographer" "the Videographer" or "Videography Company") and \_\_\_\_\_ (hereafter referred to as "CLIENT").

### 1. Scope of Work:

This contract is for services and products related to a video shoot (hereafter "shoot" or "the shoot") to take place at the following time and place. VIDEOGRAPHER and CLIENT are to arrive for the SHOOT at \_\_\_\_\_ (time) at \_\_\_\_\_ (place).

VIDEOGRAPHER agrees to provide no shorter than \_\_\_\_\_ of final video to CLIENT. Any revisions or changes that are to be added to the final video are still a part of the final charge to the CLIENT.

### 2. Fees:

In consideration of the videography services provided by VIDEOGRAPHER, CLIENT agrees to pay the sum of \_\_\_\_\_. VIDEOGRAPHER agrees to not advertise the availability of this same time slot to any other potential clients.

The balance of the payment for videography services must be paid in full no later than 3 business days after the final video is released to the client, detailed in Section 1. Scope of Work.

### 3. Work Product

VIDEOGRAPHER will deliver the final video (if the client has no revisions) to the CLIENT no more than thirty days (30 days) after the date of the SHOOT. CLIENT understands and agrees that the final video is the exclusive property of VIDEOGRAPHER and CLIENT has no right to this video except for a license to review them, but not store the video until final payment has been made.

The VIDEOGRAPHER is allowed to cite 'MAC MEDIA 121' in the video unless CLIENT specifically agreed upon before shoot. The VIDEOGRAPHER is allowed to include logo over a video clip, no longer than 4 seconds long.

If the CLIENT has a budget that can not be exceeded, the CLIENT must tell the VIDEOGRAPHER this before shooting.

The final date for the final video to be produced to the client is \_\_\_\_\_.

If there is anything the CLIENT wants specifically included in the video, please write below:

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**4. Indemnification:**

4.1 - VIDEOGRAPHER and CLIENT agree that VIDEOGRAPHER is under no obligation to capture any specific moment or pose or person(s) during the SHOOT unless specifically mentioned beforehand.

4.2 - If VIDEOGRAPHER is unable to perform the services in this contract due to any cause outside its control, the client agrees to indemnify the videographer for any loss damage, or liability; however, VIDEOGRAPHER will return in full all payments made by CLIENT to VIDEOGRAPHER in relation to this SHOOT.

4.3 - CLIENT agrees to indemnify and hold harmless VIDEOGRAPHER for any liability, damage, or loss related to technological failure, including data loss.

4.4 - CLIENT understands and agrees that VIDEOGRAPHER is not required to maintain copies of the video from this shoot 60 (sixty) days after the final video has been delivered to CLIENT.

4.5 – CLIENT agrees to hold VIDEOGRAPHER harmless for any personal injury which may occur as the CLIENT poses or works with VIDEOGRAPHER.

4.6 – VIDEOGRAPHER will strive to present video in a workmanlike manner but is not required to cater to specific aesthetic preferences of CLIENT.

4.7 - The VIDEOGRAPHER and CLIENT will agree on music before the shoot and the VIDEOGRAPHER has the right to refuse music change after the shoot starts.

**5. Duty of Client**

CLIENT will obtain all permissions necessary for VIDEOGRAPHER to capture at the SHOOT. VIDEOGRAPHER has no duty to obtain the permission of reception centers, churches, buildings, properties, or other locations to operate thereon. CLIENT understands and agrees that any failure to

obtain these permissions resulting in fines to the videographer, or which prevent the videographer from capturing the event(s) is not the fault, liability, or responsibility of the videographer.

**6. Exclusive Videographer**

CLIENT agrees and understands that no other party other than VIDEOGRAPHER may take video or photo of any poses, lighting situations, or setups made by the VIDEOGRAPHER. This slows down the videographer's work and violates the videographer's right to take video of the event. CLIENT agrees to take responsibility for insisting that no person(s) get in the way of the VIDEOGRAPHER or take pictures or video in these situations.

**7. Model Release**

CLIENT grants permission to VIDEOGRAPHER and its assigns, licensees, and sublicensees, permission to use CLIENT'S image or likeness in any and all forms of media for commercial purposes, advertising, trade, personal use, or any and all other uses. Therefore, VIDEOGRAPHER may use CLIENT'S likeness and image on VIDEOGRAPHER'S website or other advertising. VIDEOGRAPHER may sell video containing CLIENT'S likeness to third parties.

**9. Assignability and Parties of Interest:**

CLIENT agrees and understands that, unless otherwise specified in this Contract, CLIENT is not contracting for a personal service that will be performed by any specific videographer. VIDEOGRAPHER may subcontract or assign this contract to any second-shooter, VIDEOGRAPHER may assign any videographers or photographers associated with Mac Media 121 to perform its duties under this contract. All videographers or photographers must be capable and competent to perform the services in a workmanlike manner.

VIDEOGRAPHER Signature \_\_\_\_\_ Date: \_\_\_\_\_

CLIENT Signature: \_\_\_\_\_ Date: \_\_\_\_\_