

VIDEOGRAPHY CONTRACT

This Videography Contract (hereinafter referred to as the "**Contract**") is entered into on _____ (the "**Effective Date**") by and between:

VIDEOGRAPHER:

(the "**Videographer**"),

Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

CLIENT:

(the "**Client**"),

Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

SUBJECT OF THE CONTRACT. The Videographer shall provide the following videography services (the "**Services**") to the Client: *(choose all that apply)*

- Equipment rental.
- Checking and preparing equipment.
- Writing any script and storyboard.
- Managing the light.
- Event shooting.
- Drone videography.
- Online broadcasting.
- Video editing.
- Color grading.
- Adding animation and effects.
- Audio mastering and overdubbing.
- Other services: _____

The Services shall be provided on the following date(s): _____
_____ with the following schedule:
_____.

The location(s) of the Services provision: _____
_____.

The name of the event for which the Services are required:
_____.

PERFORMANCE OF SERVICES. The Videographer shall deliver professional services in a timely manner and ensure the services meet the requirements of the event, using the best practice of video services provision, inter alia, high-quality digital standards in shooting and editing.

The Videographer shall provide the Client with all raw footage created during provision of the Services: (*choose one*)

for no additional fee.

for an additional fee of \$ _____.

The Client Videographer shall provide all tools, equipment, and materials necessary to provide the Services. The Client Videographer is responsible for any damage or loss of equipment, tools, or materials.

The Client shall have up to _____ hours of complimentary editing changes. Any additional changes beyond this time limit shall incur a charge of \$ _____ per hour. The Videographer shall give the Client an estimated time frame for completion of changes and shall not perform any billable revision work without the Client's approval.

The Videographer shall collaborate with the Client to get feedback and input, but the Videographer retains creative control over the final video.

The Videographer shall provide the Client with _____ video samples of the final video in the _____ format in _____ copies by _____ within _____ days after the last day on which the Services were provided (the "**Final Delivery Date**").

The Client shall provide the Videographer with all information required to provide the Services within a reasonable time after the Videographer's request. These include but are not limited to event details, style guidelines, any relevant documents, etc. The Client understands that any delay in providing the required information may change the Final Delivery Date.

PAYMENT TERMS AND PROCEDURE. The Client shall pay the Videographer \$ _____ (the "Price") for the Services rendered under the Contract: (*choose one*)

- within _____ days after the Final Delivery Date.
- within _____ days after completion of the Services.
- Any additional fees or expenses that may arise while performing the Services, such as travel expenses, equipment rental, and other related costs, are included in the Price.
- If the performance of the Services under this Contract exceeds the time frame specified in the work schedule without the Videographer's fault, the Client shall compensate the Videographer for overtime at a rate of \$ _____ per hour.
- The Client shall pay the Videographer \$ _____ per additional copy of the final video.

All payments shall be made on or before the Due Date by _____ (Cash/Check/ACH/PayPal/etc.)

TERM AND TERMINATION. This Contract shall commence on the Effective Date and shall continue until:

- the Completion of the Services unless terminated earlier following the terms of this Contract.
- the date of _____ unless terminated earlier following the terms of this Contract.

Either Party may terminate this Contract without cause upon providing _____-day prior written notice. This Contract may be terminated immediately for cause if either Party fails to perform following the terms of this Contract. In addition, either Party may terminate this Contract immediately upon written notice to the other Party if the other Party becomes insolvent or files for bankruptcy.

Upon termination of this Contract, the Client shall pay the Bartender for all Services provided by the Bartender on the termination date.

INTELLECTUAL PROPERTY. Any intellectual property created in the course of providing the Services shall be considered the sole property of: (*choose one*)

- the Contractor. The Client may use the video created under this Contract only for personal use.
- Client, and the Contractor transfers to the Client all rights, titles, and interests in such intellectual property.
- The Videographer may use short parts of the filming materials created under this Contract for the Videographer's promotion: (*choose one*)
 - without the Client's approval.
 - after the Client's approval.

WARRANTIES. The Videographer represents and warrants the provision of the Services under this Contract in a timely and professional manner, adhering to recommendations and commonly accepted standards. The Videographer commits to delivering a level of care equivalent to, or higher than, the standards observed by service providers engaged in similar projects. The Client hereby grants the Videographer, employees, agents, and subcontractors reasonable access to the location to perform the Services described in this Contract. Both Parties acknowledge the importance of positive cooperation and punctuality in this regard.

INDEMNIFICATION. The Videographer agrees to indemnify and hold harmless the Client from any demands, claims, damages, or expenses, including attorney's fees and costs, resulting from the use of the Work Product, except for demands, claims, damages, or expenses caused by the Client's gross negligence or willful misconduct.

LIMITATION OF LIABILITY. The Videographer is not liable for unforeseen circumstances, such as equipment failure, power outages, inability to attend and perform the Services due to illness, or any other situation beyond the Videographer's control. If unforeseen circumstances occur, the Videographer shall make every effort to provide similar Services. In any case, the Videographer's sole liability shall be limited to a monetary amount no greater than the Price paid by the Client.

RELATIONSHIP OF THE PARTIES. The Parties are independent contractors. Nothing in this Contract or the course of its performance shall be interpreted to create an employment, agency, joint venture, or partnership relationship between the Videographer and the Client.

GOVERNING LAW AND DISPUTE RESOLUTION. This Contract shall be governed by and interpreted under the laws of the State of _____, and any disputes resulting from or related to this Contract shall be exclusively resolved by the courts of the State of _____.

CONFIDENTIALITY. The Parties agree to keep all information, including but not limited to the sensitive information disclosed during this Contract, confidential and not to share such information with any third party unless required by law. The Parties agree not to use the confidential information for any purpose other than what is necessary to fulfill their obligations under this Contract. This confidentiality clause shall remain in effect after the termination or expiration of this Contract.

FORCE MAJEURE. Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, epidemics, governmental regulations, or any other similar causes beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than _____ days, either Party may terminate this Contract by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Contract.

SEVERABILITY. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

ASSIGNMENT. Neither Party may assign or transfer this Contract without obtaining prior written consent from the non-assigning Party, which approval shall not be unreasonably withheld.

ENTIRE AGREEMENT. This Contract is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications, both written and oral, regarding such subject matter.

WAIVER. The failure of any Party to enforce a particular provision of this Contract shall not constitute a waiver of their right to enforce that provision in the future.

AMENDMENTS. This Contract may only be modified, or any rights under it waived, by a written document executed by both Parties.

BINDING EFFECT. This Contract shall be binding for the Parties and their respective permitted successors and assigns.

ADDITIONAL TERMS: _____

IN WITNESS WHEREOF, the Parties have executed this Contract in as of the Effective Date.

Videographer's Name and Signature: _____

Client's Name and Signature: _____