

Distinctively Yours Videography Contract (2007)

Home: 519-928-2960 Cell: 416-878-1248

E-mail: nfbshotmatch@hotmail.com
 Website: www.dyweddingmedia.com

Wedding Date & Ceremony Time: _____

Rehearsal Date, Location & Time: _____

Number of Guests: _____

NOTE: Hours of Videography coverage must start at least one hour before The Ceremony.

NOTE: If the Videography coverage starts at another location other than the Ceremony Location, coverage must start at least two hours before ceremony.

Bride's Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

E-mail: _____

Groom's Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

E-mail: _____

Client's future address: _____

Client's Future phone number: _____

Photographer Name & Phone Number: _____

Entertainment & Phone Number: _____

Wedding Coordinator Name & Phone Number: _____

Wedding Party Members: (Groomsmen / Bridesmaids / Flower Girls / Ring Bearers / M.C.)

Rehearsal Address & Phone Number: _____

1st Location

Videographer's Time: To: _____ From: _____

The Videographer will start the day by arriving at _____ am / pm

Address of: _____

Time allowed for shooting video at the first location: _____

Latest time Videographer is required to leave the first location to make it to the next location: _____

Special Requests:

2nd Location:

Videographer's Time: To: _____ From: _____

The Videographer will continue the day by arriving at _____ am / pm

Address of _____

Time allowed for shooting Video at this second location: _____

Required time to leave the second location to make it to the Ceremony: _____

Special Requests:

Ceremony Location:

Videographer's Time: To: _____ From: _____

Ceremony start time: _____ Length of Ceremony: _____

Name, Address, Phone #, of Ceremony location: _____

Officiant Name & Phone Number: _____

Is the Officiant aware that a Videographer will be present? **Yes / No**

Is the Video Location Restricted During the Ceremony? **Yes / No**

Restrictions:

Indoor / Outdoor Ceremony? (Circle one)

If outdoor ceremony, Alternate Location in case of bad weather: _____

What time is the Bride arriving at the Ceremony? _____

Will the Bride or Wedding Party arrive in a Special Car (to be Videoed?) **Yes / No**

Are Unity candles being lit?: _____

Are Parent's Candles being lit?: _____

Would you like Video outside the Ceremony site, after Ceremony?: _____

How much time is being spent outside after Ceremony?: _____

Are you having a Receiving line after the Ceremony? _____ **Yes / No**

Are you renting a special car?: _____

Would you like video with it?: _____

What time are you planning to drive away from the Ceremony site?: _____

Is the groom willing to wear a hidden lapel microphone? **Yes / No**

Special Requests:

Park Location:

Videographer's Time: To: _____ From: _____

Location of Park / Greenhouse etc. for Video after the Ceremony: _____

Length of time allowed for shooting video at the Park / Greenhouse etc. _____

Time Video must end at park to make it to the Reception ahead of you: _____

Special Requests:

Reception Location:

Videographer's Time: To: _____ From: _____

Name, Location, and phone number of Reception:

Receiving Line: **Yes / No**

Are you having a Receiving Line?: _____ How Many Guests?: _____

Reception Meal Start Time: _____

Grand Entrance **Yes / No:** Time: _____

Blessing or Grace (Said by:): _____

Speeches, Who, Duration, Microphone & P.A. Equipment Present,? _____

Packages

UN-EDITED VIDEO PACKAGES (Un-Edited Packages receive one un-marked DVD copy)

<u>Hours of Shooting</u>	<u>Price</u>	<u>Your Choice</u>	<u>Notes</u>
3 Hours	\$300	.	
4 Hours	\$400	.	
5 Hours	\$500	.	
6 Hours	\$600	.	
7 Hours	\$700	.	
8 Hours	\$800	.	
9 Hours	\$900	.	
10 Hours	\$1000	.	
11 Hours	\$1100	.	
12 Hours	\$1200	.	
13 Hours	\$1300	.	
14 Hours	\$1400	.	
15 Hours	\$1500	.	

EDITED VIDEO PACKAGES (Edited packages Include 3 Edited Copies on “LightScribed” DVD’s)

<u>Hours of Shooting</u>	<u>Price</u>	<u>Your Choice</u>	<u>Notes</u>
3 Hours	\$450	.	
4 Hours	\$600	.	
5 Hours	\$750	.	
6 Hours	\$900	.	
7 Hours	\$1050	.	
8 Hours	\$1200	.	
9 Hours	\$1350	.	
10 Hours	\$1500	.	
11 Hours	\$1650	.	
12 Hours	\$1800	.	
13 Hours	\$1950	.	
14 Hours	\$2100	.	
15 Hours	\$2250	.	
16 Hours	\$2400	.	

EXTRAS:

The Following Extras Can Be Added To Your Package:

<u>Extra Item</u>	<u>Price</u>	<u>Notes</u>
LightScribed (Edited Only) DVD	\$ 50 / Copy (Approx. 3 DVD's = 1 Copy)	
Unmarked DVD Copies	\$ 20 / Copy (Approx. 3 DVD's = 1 Copy)	
Unmarked VHS Copies	\$ 20 / Copy (Approx. 3 DVD's = 1 Copy)	
Master Mini DV Tape (Unedited)	\$ 300 / Copy (Approx: 6 Mini DV = 1 Copy)	
Extra Hour Of Videography	\$ 150 / H	
Photo Montage (Your Photos)	\$ 100 = 50 Picts (you supply on cd/dvd)	
We Scan Your Photos Montage	\$ 300 = 50 Picts	
Captured Video Photos to Music	\$ 150 = 50 Picts (from the video tape)	
Video Highlights set to Music	\$ 200 (approx. 10 min. in Length)	
Love Story Video Edited	\$ 150 / Hour (Min 2 hours)	
Rehearsal Video Edited	\$ 150 / Hour (Min 2 hours)	
Rehearsal Video Edited	\$ 150 / Hour (Min 2 hours)	
Master DVD Copies (unmarked)	\$ 300 / Copy (Approx: 12 DVD's = 1 Copy)	

_____ Additional hour(s) @ \$150.00 / hour (can be added to any package)

AGREEMENT

THE STUDIO Refers to Distinctively Yours lessees, contractors or sub-contractors, employees, agents or servants. If any portion of this agreement should be determined to be invalid, it is agreed that the invalidity of such portion shall not affect the validity of the remaining portions of this agreement.

A firm and binding agreement exists between The Studio and Client only after the agreement has been properly executed, signed, and deposit fees paid to The Studio upon signing. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived. The part against which a waiver is sought to be effective must have signed a waiver in writing. Any scheduling changes must be sent via e-mail (or post mail) to inform the videographer of such changes at least 7 days before the wedding date. It is recommended that the Bride and/or Groom contact the Videographer 5 to 7 days before the event date to review and confirm all scheduling details, even if there are no changes.

PAYMENT: Retainer Fee (deposit), 50% of the total bill, must be received at the time of the booking meeting. If the retainer fee is not received at this time the contract is considered to be void. The initial retainer is made to secure the exact date for the Studio services. It is the Client's guarantee that the Studio will not book someone else in Client's time slot. The retainer is non-refundable, unless Distinctively Yours is unable to attend the booked event.

If the event date is changed to a new date within one year, of the previous date, and the Studio is available on the new date, the Studio will shoot on the new date, however an additional retainer, equaling 50% of the total sale price must be paid and new contract must be written for the new date. The second retainer is also non-refundable.

The remaining 50% of the total sale price is due and payable at the 1st shooting location on the day of the event, before the shoot is to start. (Shooting cannot commence until the final payment has been rendered.)

PAYMENT: Client agrees to timely payment. In event of payment default, client is responsible for (but not limited to) bad check fees, collection cost, certified mailing, lawyer's fees, and court costs.

PERMISSION TO SHOOT: It is the sole responsibility of the client to secure permission of the church or other officials to film the ceremony. Distinctively Yours will abide by the rules of the church (or other premises) regarding camera placement and movement. The client is responsible to obtain and secure any and all location permits that may be required, as well as any personal releases that may be needed. Negotiation with the officials for moderation of guidelines is the Client's responsibility. The Videographer will offer technical recommendations only. It is extremely important that you are aware of any restrictions within the ceremony site, which may hinder the Videographer's abilities to capture certain video shots during the Ceremony. Any restrictions may result in missed Video shots and/or poor quality. It is recommended that you speak to your Videographer before your rehearsal to get idea of what to ask the Ceremony official and what to remember "in the eyes of your Videographer".

EXHIBITION / RELEASE: Client grants the Videographer access to all video and permission to display video resulting from this assignment as an example of the Videographer's work and for entrance into video competitions and for the promotional purposes of Videographer such as, but not limited to, print ads, brochures, websites, exhibits and other promotions. The Videographer does not have the right to use the video in any demeaning fashion, which discriminates against the client in any way. If the client feels uncomfortable with having their video used for the purposes mentioned here, they may request denial of such use by signing here: _____

PRODUCTION & EDITORIAL CONTROL: The Studio is the exclusive official videographer retained by Client to cover event. Studio is granted full production and editorial control by Client regarding all aspects of the production and post-production services for this event. In the case another outside video production company is present, the Studio has cause to discontinue coverage and no monies will be refunded. Family and friends of the client shall be permitted to video the wedding as long as they shall not interfere with the Videographer's duties. It is the client's responsibility to inform any guest who may be hindering the Videographer's duties, such as (but not limited to: any guest who is over-ruling posing duties, getting in front of Videographer's camera, or disrupting the main scheduling of the day as outlined in the contract). Any restrictions placed on the Videographer as such mentioned may result in missed video shots, or delayed scheduling resulting in reduced amount of final video segments. In the case that 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 the Studio and producer of the video recording. If something occurred at the wedding that Client does not want to appear on the videotape, Client must instruct Studio before editing begins. If there are any errors, Studio must be contacted within 2 weeks of delivery of tapes so corrections can be made. Editing errors are corrected at no charge (i.e.

spelling, technical errors). After two weeks, Studio is not liable for any requested changes. Additional re-editing after video has been edited will be charged at current rate of \$150.00 per hour for editing and labor plus duplication fees. Allow an additional 10-12 weeks for reedits. The Studio reserves the exclusive right to edit all videotape. Additional copies will be made from the original master and by the Studio. Client is granted only a license to use the production for private nonprofit uses, unless the Studio grants other permission in writing, or the client, at an additional price, purchases the original master tapes.

RIGHTS: Client warrants that he/she has the legal rights to anything the Studio will videotape including photos, audio, music and any other elements used in Client's videotape. Client agrees to indemnify and hold the Studio harmless for any loss, damage, or liability for infringement of any rights arising from the use of tapes. Client assumes all responsibility for obtaining any necessary permission, clearance permits, access to, hook up fees and admission which may be required to videotape event. The video is for private home use only, and the Client assumes full responsibility and liability for any public performance or display of the video.

STUDIO LIABILITY AND GUARANTEES: The Studio liability is limited to refund of money paid. The Studio takes the utmost care in producing Client's videotape. In the unlikely event that a problem arises and the Studio is unable to provide any videotape, all monies paid will be refunded. The Studio is not responsible for loss of video or audio quality due to restrictions at event locations. The Studio does not guarantee any particular shot, effect, interview or special request. If Distinctively Yours has committed to being the primary event videographer, and in the very unlikely event that an emergency arises (extreme sickness for example) and is unable to perform the services, the Client will be notified immediately and all money paid will be refunded to the Client. If this were to occur, every effort possible will be made by the Studio to recommend and secure another quality videographer for the Client. This is the extent of the Studio's liability.

FAILURE TO PERFORM: If the Videographer cannot perform this Agreement due to a natural disaster, fire, casualty, loss of camera equipment, damage to camera equipment, or other cause beyond the control of the parties, then the Photographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. If the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess to the total value of the order/contract.

DVD +R's & -R's: The disc you receive is 100% DVD +R, or -R compliant and needs to be played on DVD +R or -R compliant players only. There is no guarantee that your DVD +R, or -R will play in your DVD player.

MEAL: If the video coverage extends into the Reception Dinner, the Client will provide a meal to the videographer when guests are being served. If possible, please arrange to have a chair near the DJ (and facing the Head Table) as opposed to being seated with the guests with back facing head table. The videographer should be able to have access to cameras and videotape etc. at a moment's notice, and must be able to see any unplanned activities about to unfold in the room and at the head table. Please also inform the videographer at which table they will be seated at ahead of time, as looking for the appropriate table can take up valuable shooting time.

WORKING CONDITIONS: Client must provide a safe working environment and is responsible for any damage to equipment done by guests. Shelter must be provided from rain, extreme temperatures and humidity, in these conditions video camera operation may be limited.

OVERTIME: Overtime will be billed in 1 hour increments at the current rate of \$150.00 per hour, until such time as the Client has departed, informs Studio to discontinue, or prearranged to end coverage. Payment for overtime is due within 2 weeks following the event date. If advance overtime is not approved, photographer will terminate coverage at the time specified in the contract, whether or not the event has ended and/or scheduled shoots have been completed.

PARKING FEES: Parking fees (valet or self parking), for each videographers car will be charged to the Client.

PRODUCTION MATERIAL: Including: Invitation, Program, Music, Photos, Video, Digital Media, Directions, Planning Guide, etc. are due by the wedding date. Production material delivered to the Studio after the event has started the editing stage will not be included in video production.

DELIVERY OF VIDEO DVD: Will be approximately 5 to 7 months after event and all pre production material are received by Studio. The completion period is only an approximate length of time and any longer periods necessary for completion will not void this contract. In 2007, the video department of Distinctively Yours is operating at part time hours only which is causing longer waiting periods. The Studio cannot accept responsibility for material lost or damaged in transit.

GEOGRAPHICAL AREA COVERAGE:

For wedding and wedding related events in excess of 125 km of Grand Valley, Ontario, a \$0.65/km charge applies. Where an overnight stay may be required, a travel expense of \$150 in addition to mileage will be assessed for appropriate lodging and meals.

****** Please make cheque payable to: Distinctively Yours ******

Deposit to hold wedding day may be mailed to:

**Michael Steeves
65 Scott Street, Unit #1
P.O. Box #307
Grand Valley, Ontario
L0N 1G0
Home: 519-928-2960
Cell: 416-878-1248**

E-mail: nfbshotmatch@hotmail.com

Website: www.dyweddingmedia.com

CLIENT _____ DATE _____

STUDIO _____ DATE _____

Please sign this agreement and return it to me with the Deposit Retainer. Distinctively Yours will sign it and send you a copy and confirmation.