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Videography Services Agreement

State of Alabama

This Videography Services Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between the following parties: _____, having a primary address at the following:

_____
Email: _____

and _____, having a primary address at the following:

_____
Email: _____

Hereinafter, "Client" will refer to and be used to describe the following party: _____. "Videographer" will refer to and be used to describe the following party: _____. Videographer and Client may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to engage Videographer for certain videography services (the "Videography Services"), as described more fully below;

WHEREAS, Videographer has the skills, qualifications, and expertise required to provide the Videography Services to the Client;

WHEREAS, Videographer wishes to render such Videography Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as

well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

a) "Videography Services" shall be used to refer to the following specific wedding videography services that the Videographer will provide to the Client under the terms and conditions set forth herein:

_____

b) "Service Details" shall be as follows:

a) Date of Services: _____

b) Time of Services: _____

c) Location Details:

_____

c) "Fees" shall be used to refer to the payment Client will pay to Videographer for the rendering of the Videography Services. Specifically, the fees shall be as follows: $2 (two US dollars), as a fixed fee for all Videography Services rendered.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Videographer hereby agrees to render the Videography Services to Client and Client agrees to pay Videographer the Fees required for the Videography Services.

Article 3 - FEES:

a) Method of Payment: Videographer will accept the following forms of payment:

_____

b) Payment Information: Payment of all Fees will be split as follows:

a) Booking Fee of $2 (two US dollars) due on _____

b) Final Fee of $2 (two US dollars) due on _____

c) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Videographer shall be the sole and exclusive responsibility of each, respectively.

Article 4 - EXCLUSIVITY:

Videographer shall be the sole and exclusive videographer for the specific Service Details laid out above.

Article 5 - NO GUARANTEE OF POSES OR CIRCUMSTANCE:

Client acknowledges and agrees that Videographer cannot guarantee any specific poses or shots. If Client wishes to have certain poses or shots, Videographer will make every effort to include such poses or shots but does not warrant that such poses or shots will turn out in the manner Client wishes or that such poses or shots will be usable for Client's needs.

Videographer shall not be liable for any compromised Videography Services due to causes beyond the Videographer's control, such as weather, decorations, lighting, or any other causes or factors.

Article 6 - PERMITTING:

If any permits or licenses are required, Client is responsible to obtain such permits or licenses and Videographer shall not be liable for any failure of Client to do so.

Article 7 - INTELLECTUAL PROPERTY:

Videographer holds all copyright in and to any images produced. Videographer will not transfer copyright to the images, but will allow Client personal use of the images as follows:

_____

Any use beyond that which is described above shall be unlawful.

Article 8 - COOPERATION:

Client and Videographer agree to cooperate with each other for the duration of the Parties' relationship. Client will provide advance notice of any special moments to Videographer so that Videographer may be prepared and ready to capture such events. Videographer will use skill, discretion, and experience to ascertain the best shots possible for Client, but does not guarantee any end result.

It is Client's responsibility to ensure all videography sessions described through the Service Details run on-time. Videographer does not guarantee availability for any session which may not start on time or run over time. Further, Client may be responsible to Videographer for the payment of any fees due, regardless of the late operation of any sessions because of Client's fault or any unforeseen circumstances which are not the fault of Videographer.

Article 9 - VIDEOGRAPHER SAFETY:

Should Videographer be subject to any hostile words, threats, or other inappropriate, threatening, or violent behavior, Videographer reserves the right to immediately terminate this Agreement. Any funds already paid to Videographer in such termination will be forfeited by the Client.

Article 10 - RELATIONSHIP OF THE PARTIES:

Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Article 11 - SUBCONTRACTORS:

The Videographer shall not be permitted to use subcontractors in the provision of Videography Services to the Client. Videographer was hired specifically for Videographer's own skill set and may not outsource any work.

Article 12 - EXPENSES:

Videographer shall be solely and exclusively responsible for any expenses incurred under this Agreement. Client shall have no part of paying or reimbursing expenses.

Article 13 - CANCELATION:

Should Client cancel this Agreement prior to Videographer's completion of any work, Client will not be due any refund of funds already paid. Future payments will be canceled.

Article 14 - WARRANTIES:

The Videographer represents and warrants that it will perform the Videography Services using reasonable care and skill for a Videographer in their field and that any results, end products, or materials given by the Videographer to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 15 -

Article 16 -

Article 17 - TERMINATION:

This Agreement shall terminate automatically when the Videographer's work has been completed.

This Agreement may also be terminated by either Party, upon notice in writing:

a) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

b) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

No on-going relationship between the Parties is contemplated and Client may not assign additional work to Videographer. The Parties may decide, through an addendum to this Agreement, to expand the scope of Videography Services, but such Agreement may only be in writing and with explicit terms.

Article 18 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings,

whether written or oral.

h) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

j) FORCE MAJEURE: Videographer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

k) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify to the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Videographer:

Name: _____

Signature: _____

Date:_____

Client:

Name: _____

Signature: _____

Date:_____