

**V.I.P. Associates**  
**Video & Imaging Professionals Assc.**  
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## **Event Photography/ Video Contract and Provisions**

### **1.) Deposits. Cancellations:**

A 50% retainer/deposit of agreed package price must be paid at time of the booking with the balance due and payable at the time of package delivery. This initial retainer/deposit is made to secure the date for the STUDIO services/supplies and is non-refundable for any reason. It is also the client's guarantee that the STUDIO will not book someone else in client's time slot. The retainer/deposit is non-refundable, should client not pay the balance due at the delivery of package, the client's retainer / deposit will be forfeited and the STUDIO will be under no further obligation to client, be it time or materials (All packages must be paid for within 30 day in full upon notice by the STUDIO to the client). The STUDIO has contracted with the client and has an agreement for and on the exact date. If the event date is changed to a new date within one year and the STUDIO is available on the new date; the STUDIO will shoot on the new date and the client will be charged a Non-refundable rescheduling fee/deposit. If the STUDIO is not available, or if the event is canceled the STUDIO will refund the rescheduling fee/deposit within (30) thirty days.

### **2.) Limitations. Liability:**

STUDIO liability is limited to refund of money paid in the unlikely event that a problem rises, whether due to lateness, no show, accident, neglect, human error, loss of materials, Act of GOD, equipment or other failures and/or STUDIO is unable to provide any Photography or Videotaping. All payments paid will be refunded. The STUDIO is not responsible for loss of the video or audio quality due to restrictions at the event locations. Example, the church minister or the event coordinator who has restrictions on Photographer or Videographer's shot selection and/or lighting placement/restrictions, Reflective wall paint or extremely dark reception halls. Also, in unforeseen circumstances not written or noticed in the wedding program. Clients are responsible for confirming the detail of events on program. STUDIO should be contacted if there are any changes. At least two (2) weeks advance notice is needed. Date of delivery on any contract is approximate and that a longer period for completion will not void the contract. This agreement supersedes any agreements express or implied. STUDIO will be allowed at least 30 days to complete any digital packages after the order is received by the STUDIO and up to 60 day for film. Upon completion the STUDIO will then notify the client. The client then has 30 days to pay for the package in full.

### **3.) Exclusive Photographers and Videographers Copyrights Protections:**

Let client know that it would be a good idea to put a notice in program/ invitation to guests that the event will be videotaped. The STUDIO contract clause states "STUDIO has exclusive right for duplication of Photographs, Videotapes or DVDs. Unauthorized duplication without the permission of STUDIO permission is prohibited and violates copyright laws. Client will/must pay the STUDIO for all copies of Photographs, USB Scan Disk or DVDs for distribution in accordance to the STUDIO pricing sheets. STUDIO holds the rights to use Photography and Video Segment in advertising of the Studio unless otherwise instructed not to do so. If something occurred at the wedding that client or an invited guest does not want to appear on the Final Photographs, or DVDs, USB Scan Disk the client must instruct STUDIO before editing begins and the package is delivered. STUDIO is granted full production and editorial control by client regarding all aspects of the Photography, Video Production and Post-production services for this event. In the case of a particular segment of the event is not Photographed or recorded, partially recorded or not a part of the edited master tape or DVD. This will be the sole discretion of the STUDIO as the exclusive producer of the Photography EvenWideo Recording. STUDIO reserves the exclusive right to edit all Photographs, USB Scan Disks or DVDs. If client wants further editing after video has been completed. A rate of \$ 95.00 per hour will be charged to the client. STUDIO is the priority Photographer or Videographer and will have first choice of Photo/video equipment/camera locations. The client agrees not to make any changes in Photographers or Videographers camera locations within the wedding setting, the lighting, or in audio without the consent of STUDIO.