

## VIDEO PRODUCTION AGREEMENT

The following agreement is established this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between **Nashville Web Video Productions Services/dba Phillip Mandley Photography, LLC, 322 Braveheart Drive, Franklin, TN, 37064** and

\_\_\_\_\_ .

### EVENT DETAILS

**DATE(S)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (MM/DD/YY) — \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (MM/DD/YY)

**TIME** \_\_\_\_\_ : \_\_\_\_\_ AM / PM — \_\_\_\_\_ : \_\_\_\_\_ AM / PM (CIRCLE AM OR PM)

**VENUE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY / STATE / ZIP** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**LOCATION** \_\_\_\_\_

### METHOD OF PAYMENT & SECURITY DEPOSIT

**METHOD OF PAYMENT:** Deposit of 1/2 the total due immediately AND balance of \$ \_\_\_\_\_ due the day of the event.

Thank you for choosing Nashville Web Video Production Services for your audio/video needs. The purpose of this contract is to prevent any misunderstanding concerning the obligations of a security deposit. **Deposits are non-refundable** and serve to lock the date for your event so that Nashville Web Video Production Services does not book any work that would conflict with our involvement in your event. The underlying purpose of Nashville Web Video Production Services requiring a deposit is to ensure that Nashville Web Video Production Services does not over-extend its renting/service capabilities. This includes the equipment, personnel and time necessary to ensure a high-quality experience. This is also a guarantee to the customer that they will receive the requested equipment/personnel on the date specified.

In exchange for this commitment of equipment/service for the specified event, Nashville Web Video Production Services requires a security deposit as good faith consideration. **In the event that the event does not occur due to cancellation, low ticket sales, or any other reasons, the coordinator will forfeit the deposit.**

## TERMS OF AGREEMENT

1. This agreement constitutes an order for corporate photography and / or videography services, including taking of photos as agreed by both parties: Nashville Web Video production Services and (client). Unless otherwise specified, it is understood that any and all rights to proofs, final or sample photo prints, and video tapes thereof shall remain the property of Nashville Web Video Production Services and may be used for advertising, display or any other purpose thought proper by Nashville Web Video Production Services.
2. If photographer or videographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's or Videographer's illness or injury, then Nashville Web Video Production Services will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire event cannot be replicated, reenacted or repeated for the purpose of a re-shoot and limits Nashville Web Video Production Services liability to the amount paid under this contract.
3. Nashville Web Video Production Services will provide own production equipment (camera, tapes, etc.) unless otherwise indicated.
4. Videographer will maintain proper decorum in regard to volume, language, dress, etc. at all times.
5. This is a basic, direct agreement between Videographer and employer and does not involve management agencies, etc.
6. Nashville Web Video Production Services must be informed as to any potential problems including inclement weather, alternative locations, electrical power availability, civil disturbance, etc. Nashville Web Video Production Services makes every effort to fulfill commitment, but cannot perform outside causes beyond videographer's control.
7. It is the client's responsibility to secure access to areas for videography and to obtain clearances' from public relations and other departments within an organization. Nashville Web Video Production Services will not be responsible for coverage lost due to access restrictions.
8. Nashville Web Video Production Services will not be held liable for any production problems beyond our control, e.g. bad weather, accidents, poor acoustics/lighting, interference from guests, poor audio equipment, inaccessibility to sound or audio boards, etc.

9. Nashville Web Video Production Services reserves the right to terminate this contract at any time for any reasonable cause, e.g. accident or ill health. In this event all monies paid will be refunded in full.

Any liability on the part of Nashville Web Video Production Services will be limited to the amount of monies paid.

10. Nashville Web Video Production Services reserves the right to cancel or reschedule engagement in the event of catastrophic accident, illness, transportation problems, or other unforeseen difficulties, which could arise as an "Act of God."

11. Nashville Web Video Production Services reserves the right to terminate or change agreed upon video production specifications if safety issues arise during production.

12. Any extra time required to finish recording outside the time limit stipulated in this contract will be charged **\$75** per extra hour.

**WORK PRODUCT OWNERSHIP:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Nashville Web Video Production Services in connection with the Services shall be the exclusive property of Nashville Web Video Production Services. Nashville Web Video Production Services reserves the right to use video, negatives and/or reproductions for advertising, display, publication, or other purposes. All photos, samples, video tapes, and proofs remain the exclusive property of Nashville Web Video Productions Services unless waived by amendment to this agreement.

**NOTICE OF COPYRIGHT:** It is ILLEGAL to copy or reproduce our photographs, videos, elsewhere unless purchased from Nashville Web Video Production Services by Client. It is ILLEGAL to copy or reproduce our DVD productions and videos elsewhere. Violators of this Federal Law will be subject to its civil and criminal penalties.

I have read the above statements, verify that I have provided the correct event information, and agree to the terms of this contract.

**SIGNATURE:** \_\_\_\_\_

**PRINTED:** \_\_\_\_\_

**DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (MM/DD/YY)