



**SCOPE AND PURPOSE**

This Agreement constitutes an order for video filming and production services between *Clapboard Video LLC* (hereafter referred to as *CBV* and comprised of its principal operators) and the Bride and Groom listed on page four (hereafter referred to as *the client*). This Agreement supersedes and replaces all previous understanding, agreement or contract, written or verbal, between *CBV* and *the client*. The purpose of this Agreement is to protect both *the client* and *CBV*. The day of the event is no time for misunderstandings and oversights to surface, and this Agreement seeks to alleviate this possibility.

**DEPOSIT**

A \$400 deposit is required to reserve the date. Upon receipt of retainer and signing of agreement, *CBV* will reserve the time and date agreed upon, and will not make other reservations for this time and date. For this reason, all deposits are non-refundable if the wedding is cancelled for any reason.

**RETURNED CHECKS**

There will be a \$35 fee for any returned checks. If the retainer is paid by check and the check is returned, the Agreement is void and the production date is no longer secured.

**RESCHEDULING**

If *the client* wishes to change the production date, rescheduling will be subject to the availability of *CBV*. *CBV* will make reasonable effort to work with *the client* should changes occur. If available, *CBV* will shoot the new date at the current rates in effect at the time of the change of date. If *CBV* is unavailable on the new date, all money paid less the deposit will be refunded.

**TERMINATION OF AGREEMENT**

*CBV* reserves the right to terminate the Agreement for any reason at any time. Should *CBV* terminate the Agreement, all money paid, including the deposit, will be refunded. *The client* reserves the right to terminate the Agreement for any reason at any time. Should *the client* terminate the Agreement, all money paid, less the deposit, will be refunded. *CBV* retains control of all video content that was produced prior to the termination.

**FINAL CONSULTATION**

This Agreement for services includes a final consultation (phone/email) between *CBV* and *the client* to the wedding. This communication is required to make important preparations for filming. Failure on the part of *the client* to participate in this consultation will drastically affect preparation of, the wedding day, and therefore *CBV* will not be held responsible for any particular event that is not recorded, partially recorded, or not a part of the edited master film.

**FACILITY USE PERMISSION**

It is the sole responsibility of *the client* to secure permission of church, synagogue or other site officials to film the ceremony and negotiate any modifications to their regulations. *CBV* will abide by the rules of the church or synagogue regarding camera placement at the ceremony. Permission of the officiant is required before any cameras or equipment are set up. Denial of access to *CBV* by location staff or administration does not constitute grounds for a refund, and may affect the overall quality of the finished video. Please keep in mind that we use three (3) cameras for the ceremony (back, left and right).

**LIABILITY**

*CBV* will take utmost care to produce a video of excellent quality. However, we will not be held responsible for circumstances beyond our control, including but not limited to power failure, equipment malfunction, defective tape stock, Acts of God, nature, illness, accident, theft or vandalism. If filming is prevented due to such occurrences, the retainer will be refunded. Under any and all circumstances, *CBV* liability is limited to the refund of the retainer. In the event of inclement weather, recording may be limited per the decision of *CBV*. *The Client* agrees to forfeit all punitive damages. No other warranty is expressed or implied. *The client* hereby releases, discharges and agrees to hold harmless *CBV*, its heirs, legal representatives, assigns, employees or any persons or corporations acting under permission or authority from *CBV* from and against any and all claims, including but not limited to, liability as a result of any distortion, blurring or alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in the capturing, editing or reproduction of the production.

**PRODUCTION MATERIALS**

CBV requests that any photos, song selections, end credits form, and/or any other materials required for the completion of the production be given to us 30 days prior to the wedding. Production may proceed without these materials if *the client* has not supplied them in a timely manner. No part of fees paid for the production will be returned. All materials will be returned to *the client* with delivery of the finished product. Although all possible care will be taken to safeguard these materials, CBV is not responsible for any materials lost or damaged while in possession of CBV or in transit, beyond replacement cost.

**PRODUCTION AND EDITORIAL CONTROL**

CBV will take paramount concern to produce a finished product of excellent quality and makes no guarantees, neither expressed nor implied, in regard to aesthetic qualities of the completed project. Your satisfaction is our primary goal. *Client* requested changes to the finished product will be billed at \$150 per hour. *The client* has had opportunity to critically view samples of CBV video work, and has retained CBV as the exclusive official videographer to cover the event. *The client* grants CBV full production and editorial control regarding all aspects of production and postproduction. CBV makes no guarantees either expressed or implied in regard to aesthetic qualities of the completed video production. CBV makes no guarantees concerning any particular effect, interview or special request. In the event that a particular segment of the event is not recorded, partially recorded, or not a part of the edited master film, it is at the sole discretion of CBV as the exclusive producer of the film. It is understood and agreed that CBV cannot guarantee to produce any video product of any specific object(s), situation(s), person(s), or event(s) or in combination thereof, taken by CBV in the performance of the duties and/or services specified in this assignment. CBV is the exclusive professional videographer and will have the first choice of camera locations. Other videographers may not use lights or wireless microphones without CBV's consent, and may not interfere with CBV personnel and will be instructed by client not to be in CBV's camera(s) view. Please inform photographer that a videographer will be present. It is *the client's* responsibility to negotiate any conflicts between this contract, and that of the photographer's. *The Client* understands that DVD/Blu-Ray technology is not yet perfect. CBV cannot guarantee 100% compatibility with all DVD/Blu-Ray players. In the event your disc does not play, we will work with you to rectify the issue if at all possible.

**RECEPTION BREAK & OVERTIME**

CBV will be allowed to schedule a work break of at least 15 minutes during any production exceeding four hours. We will take this break at a convenient time in the Reception so as not to miss any functions going on. When event activities extend beyond the agreed upon length of time of coverage and/or *the client* requests extended coverage, overtime will be billed at the current rate of \$75.00 per hour, until such time as *the client* has departed or informs CBV to discontinue.

**FINAL PAYMENT AND DELIVERY OF VIDEO & SUBSTITUTE VIDEOGRAPHER**

Delivery of production will be approximately 90 days after the event and all pre-production material is received by CBV. After CBV has received the final payment in full (due two weeks prior to wedding), and any payments made by check have cleared through *the client's* financial institution, the production disc will be mailed or hand delivered to *the client*. The completion period is only an approximate length of time and any longer periods necessary for completion will not void this contract. The Videographer cannot accept responsibility for material lost or damaged in transit. The Videographer may substitute another Videographer to take over in the event of Videographers illness or of scheduling conflicts. In the event of such a substitution, Videographer warrants that the Videographer shooting video shall be a competent professional.

**VIEWING AND DISPLAY RIGHTS**

The video is strictly produced for *the client's* private home use only and *the client* is granted a license for that right. Any duplication, other viewing use, or broadcast (including internet use) without written consent of CBV is strictly prohibited. *The client* assumes full responsibility and liability for any public performances or display of the video that they initiate. All audio and video footage is the copyrighted property of CBV and/or other performers (music) and protected under Federal Copyright Law. CBV reserves the right to use any portions and/or all footage for promotional, publicizing, exhibition in connection with commercial advertising standards. *The client* agrees to provide general notice to all guests and service providers that the event will be recorded. With this notice, and by virtue of their attendance, all guests and service providers acknowledge and give permission for the use of their images, voices, and likenesses by CBV. It is the client's sole responsibility to inform Clapboard Video of any specific needs or changes in events.