**VIDEOGRAPHY AGREEMENT**

**Background:**

This Videography Agreement (“Agreement”) is entered into on the [INSERT DATE] between:

**Videographer(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Videographer**”, “**Party**”, “**Parties**”) and

**Client(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Client**”, “**Party**”, “**Parties**”)

**Services**

1. The Videographer agrees to provide the services and the Client agrees to purchase the following services in this Agreement.
2. The Services shall be carried out on the [DATE OF SHOOT] at [TIME OF SHOOT], at the following location(s):
	1. [LOCATION ADDRESS(ES)].

**Display**

1. The Client allows the photographer to display any photograph covered by this Agreement to generally promote the business in advertising, brochures, magazine articles, websites, sample albums and prints, portfolios, and other such materials, providing that the images are used lawfully and without damage to the client.

**Purchase Price**

1. The Client agrees to pay to the Videographer a total sum of $[INSERT AMOUNT] for all obligations under this Agreement.
2. The Videographer [SHALL **OR** SHALL NOT] be responsible for all taxes in relation to the purchase of Services under this Agreement.

**Payment**

1. Payment for the Services will be by: [INSERT ALL THOSE THAT APPLY]
	1. [Credit or debit card];
	2. [Personal Cheque];
	3. [Cashier cheque];
	4. [Cash];
	5. [Money order]; and
	6. [Wire transfer].
2. The Following amounts will be paid:
	1. Amount of $[INSERT AMOUNT] previously paid by the Client;
	2. Down payment of $[INSERT AMOUNT] upon the performance of this Agreement.
	3. Payment of $[INSERT AMOUNT] for the Services [upon the completion of the Services] **OR** [in instalments of $[INSERT AMOUNT] on [INSERT DUE DATE OF INSTALMENT PAYMENTS], until the price of the Services has been paid in full.

**Right of Inspection**

1. All print and presentation sizes quoted are approximate and subject to the discretion of the Videographer(s).
2. Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs. Please note that certain colours do not reproduce exactly in print.
3. It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range of colours within a subject.
4. [There is no right to inspection] **OR**

[The Client shall have the right to examine the final products and shall do so within [INSERT DAYS] of receipt of the final product(s). In the event the Client discovers any issues, errors, or faults with the Services, the Client shall notify the Videographer within [INSERT DAYS] of discovering said faults, or after completion of the Services. Failure to notify the Videographer of these faults within this timeframe shall comprise an acceptance of the terms of this Agreement. ]

1. [In the event the Services do not meet the standards of this Agreement, the Client may Terminate the Agreement following a 50% payment of the Services].
2. The above shall be the sole remedy of the Client and the only obligations on the Videographer in the event any of the Services in this Agreement do not meet the Client’s standards.

**Security Interest**

1. The Client grants to the Videographer a security interest for any products resulting from the Services highlighted in this Agreement, until the Client has fully paid for the Services.
2. The Client shall provide the Videographer with any necessary documents the Videographer may request to finalise the Security Interest.

**Force Majeure**

1. The Videographer shall not be responsible for any claims or damages resulting from any delays in performance or non-performance of the Terms of this Agreement due to unforeseen circumstances out of the Videographers reasonable control.

**Limitation of Liability**

1. The Videographer shall not in any circumstance be liable for any loss of profit, goodwill, business, business opportunity, indirect, special, consequential, or punitive damage arising from this Agreement.
2. Please note that any alterations made to the booking by the client(s) once details have been confirmed may only be made at the discretion of the photographer(s) and in some circumstances (such as the change of date or time) the photographer(s) may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances the photographer(s) are not liable to compensate the client(s) in any way whatsoever.
3. In no event will the Videographer be liable for any amount exceeding the price paid by the Client for the Services giving rise to the claim.

**Assignment [INSERT WHICH APPLIES]**

1. [The Videographer will need permission in the event they assign a third party. The Videographer may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Client. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
2. [Either party in this Agreement does not require permission to assign and delegate its rights to a third party.]

**Amendments**

1. No amendment of the terms in this Agreement shall be effective unless it is in writing and signed by both parties.

**Governing Law**

1. The terms of this Agreement shall be governed and construed in accordance with the law of [ENTER GOVERNING LAW].

**Dispute resolution**

1. Any dispute arising from this Agreement shall be resolved through: [INSERT ALL THAT APPLY]
	1. [Court Litigation][:if either Party brings legal action, the prevailing party will be entitled to recover from the other party, any legal expenses incurred in relation to the claim.
	2. [Binding Arbitration [INSERT DETAILS]];
	3. [Mediation.]

**Entire Agreement**

1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

**Notices**

1. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:
	1. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party’s postal address provided in this Agreement unless otherwise stated; **OR**
	2. Sent by email to the email address specified in writing as being a suitable address for service.

**Waiver**

1. No Party shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing.
2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**Miscellaneous**

1. This Agreement shall be binding upon and accustomed to the benefits of the parties and their representatives. The provisions of this Agreement are severable meaning if any provision is invalid or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
2. This Agreement may be executed in one or more counterpart. Each counterpart shall be considered an original.

**Schedule 1- Booking Form**

|  |  |
| --- | --- |
| Event: |  |
| Purpose of Project: |  |
| Client: |  |
| Contact: |  |
| Contact Number: |  |
| Email: |  |
| Video Shoot Location: |  |
| Date of Shoot: |  |
| Time: |  |

**Services requested**

|  |  |
| --- | --- |
| Videography |  |
| Photography |  |
| Lighting |  |
| Audio |  |
| Editing |  |
| Deliverables |  |
| Other |  |

Notes:

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date stated above.

 **SIGNATURES**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Videographer Signature** |  | **Videographer Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Videographer Signature** |  | **Videographer Full Name** |