

PARTIES

Videographer

Modern Memoir

info@modernmemoir.film

817.888.8029

2001 Winding Creek Way, Denton, TX 76208

Clients

First Client Full Name

Second Client Full Name

First Client Email

First Client Phone Number

First Client Address

VIDEOGRAPHY PACKAGE

PAYMENT

Total Amount of Videography Services: \$0

Retainer Amount Due At Signing: \$0

Final Payment of \$0 Due By: TBD

TERMS AND CONDITIONS

INTRODUCTION

The Videographer or Company refers to Modern Memoir contractors or sub-contractors, employees or lessee. The Client refers to First Client Full Name and Second Client Full Name. Any provision of this Agreement that is held invalid or unenforceable shall not affect the remaining provisions of this Agreement and such other provisions shall remain valid and enforceable while the other invalid provisions or severed provisions shall be negotiated by the parties and brought within the applicable laws. Kindly take time to read through the entire provisions of this Agreement because every portion of this Agreement constitutes a valid and part of this Agreement. By executing, this Agreement, you agree that you have read and fully understand all the terms of this Agreement.

This Agreement constitutes the entire Agreement between the Company and Client and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this Agreement. Any dispute or breach arising from any provision of this Agreement shall be resolved by arbitration and the judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties hereby consent to as a means of dispute resolution as over and as against trial by jury, to the extent permitted by law whenever any dispute arises between the parties or if such dispute is related to this Agreement.

1. FEES & RETAINER

Clients shall reserve the time and date of services by signing and returning this agreement, along with a non-refundable, non-transferable reservation, retainer, equal to [\$0/50%] of the entire fee ("Retainer"). No date is reserved until this Agreement is signed and Retainer is received. The balance due for the videography services must be paid [30] days prior to the Event, or by TBD. Any invoice not paid in full within [5] days of receipt will be charged a [\$75.00] late fee and will accrue an additional [1%] of the unpaid invoice amount every day thereafter. In the event Clients fail to remit payment as specified, Videographer shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid as liquidated damages, and may not remit all final, edited film(s) to the Clients.

The fees in this Agreement are based on the Videographer's current pricing at the time of booking. Videographer's price list is adjusted periodically, and the pricing within this agreement is only guaranteed upon booking. Clients understand and agree that they cannot downgrade the package and price agreed to within this agreement after booking, but may upgraded any time with express, written consent of all Parties. All future upgrades, and/or bookings will be charged at Videographer's prices in effect at that time.

2. PERFORMANCE OF SERVICES

The Company will provide cinematic coverage for Client's event and will produce the highest quality digital video. The Company will deliver the professionally produced videos in a timely manner. The Company will capture and master the files in digital format, complete with state of the art video editing.

Clients have booked Videographer for a "full day of coverage" which may amount up to 12 hours of videography coverage for their event. Coverage starts when Videographer arrives, and the time ends either before or when 12 hours have elapsed. Videographer will provide coverage for the dates, locations and hours specified in this Agreement. Additional coverage hours may be added prior to or on Event, must be agreed to by the Parties, and must be paid in full before any videos or products are released to the Clients.

2.1 LEAD VIDEOGRAPHER AT EVENT

All videography coverage shall be handled by either a team member of Modern Memoir LLC, or an independent contractor that the Founder has personally vetted to represent their brand. The entirety of the client experience including booking, video editing, video delivery, and communications, will be through Modern Memoir.

3. DELIVERY OF VIDEO(S), EDITING, & AUDIO

The Company will deliver final film and add-ons within [16] weeks of the Event.

The Company reserves the right to edit and release only the footage that is deemed professional in quality and within Videographer's standards. Videographer will only deliver high-resolution, edited [.mp4/.mov] files to clients and will not send original RAW footage to Clients unless Clients have paid in full for Raw Footage of the event.

Clients understands that videography editing is limited. The Company is unable to edit our blemishes, stains, guest interruptions, and other similar entities within video content. Clients agree to Videographer capturing the Event as it unfolds and Videographer is not liable for creating an alternate sense of atmosphere, including, but not limited to guest emotions, actions, weather, and backdrops. Videographer has the right to refuse to produce any video that could violate libel or copyright laws, or in the course of its production could cause or contribute to bodily injury, death, equipment damage, or property damage or destruction.

Clients understands that audio may be captured but, depending on quality and other interferences beyond Videographer's control such as wind noise, DJ equipment, babies crying, etc., all audio is not guaranteed to be included within the final film. Clients further understand that drone footage may be captured but, depending on interferences beyond The Company's control such as weather, venue restrictions, location restrictions, and nearby airfields, drone footage is not guaranteed to be included within the final film.

4. ARTISTIC STYLE

Clients have spent a satisfactory amount of time reviewing Videographer's work and have a reasonable expectation that the video(s) delivered will be in a similar manner and style as indicated on Videographer's website, social media, and galleries. Clients understand and agree that (1) Videography is a subjective art and Videographer has a unique vision, with an ever-evolving style and technique; (2) Videographer shall have final say regarding the aesthetic judgment and artistic quality of the video; (3) Dissatisfaction with aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Clients understand and agree that Videographer will use every reasonable effort to take requested videos, but no specific video can be promised due to the unique nature of weddings and events. Any lists supplied by Clients will be used for organizational purposes only. Clients grant Videographer full production and creative license to film and edit the final video based on its style.

Clients understand and agree that Videographer has full creative control and will pair the video coverage with royalty free music from artlist.io or audiio.com. Videographer will take into account Clients' music preferences but retains the right to final decisions on selection for the video(s), depending on the event style and feel and music licensing laws. Videographer will only use music that is properly licensed for the intended medium(s), or that is public domain.

5. EDITING REVISIONS

The Company does not offer editing revisions. The delivered video is final. Client may request small changes to the video but the Company can approve or deny said changes at its discretion. Any revisions will cost \$650 per revision. The production of the revised video(s) will have a turnaround time of up to [6] weeks.

In the event the Client notices anything during the event that Client does not want the Company to include in the final video(s), Client should inform the Company promptly before the post-production process begins and if there are mistakes or omissions, Client should endeavor to communicate such to the Company within two weeks to the date of the event so that all the necessary corrections can be effected. Client agrees that the Company shall not be liable for any changes or modification request made after a period of two weeks. Client understands that Company is vested with the power to keep duplicate of the raw footage/files for a period of one year after the date of the event and during this period, unedited raw footage will be available for an additional fee of [\$997.00.]

6. POSTING ON SOCIAL MEDIA

If Clients or Clients' family and friends post a video on social media from Modern Memoir, they must tag Modern Memoir "@modernmemoir.film". They can either link to the Videographer's Facebook/Instagram page or type in the website address: "www.modernmemoir.film". Clients and Clients' family and friends understand and agree to not edit the original video.

7. PERMITS

Both parties agree that the responsibility for securing: clearance permits, fees, admission, vendor insurance and permissions needed for the wedding event to be filmed shall be vested in the client.

8. VENDOR MEAL(S)

Clients shall supply Videographer and assistant(s) with a free meal during the regularly scheduled time of the meal at Event. No filming will be done at this time unless prior arrangements have been made with the Videographer. Clients will hold Videographer harmless for any moments or events that may be missed during mealtime.

9. WORKING CONDITIONS & INCLEMENT WEATHER

Client shall bear full cost and responsibility to any damage to the Company's equipment by the guests, family, vendors, venue staff members, or the wedding party.

If, in the opinion of the Videographer, inclement weather or other adverse conditions prevent the creation of a successful outdoor event to the artistic standards of Videographer, Videographer shall notify Clients within [24 hours] of Event and will inform Clients of the implications of shooting video in light rain or inclement weather. In the event Clients do not elect to continue with an indoor event, Videographer will try their best to shoot the event to the best of their abilities but does not guarantee quality of video and will protect their videography equipment from rain, wind, extreme heat, and snow damage. Videographer is not responsible for coverage they are unable to take due to weather implications and Clients will indemnify Videographer for any lost coverage due to weather.

10. MODEL RELEASE

This Agreement serves as a model release giving Modern Memoir the irrevocable right to use the videos in all forms, in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. Videographer can grant use of the videos to third-parties and all compensation for use and credit for the images remain the property of Modern Memoir. Clients waive any right to inspect or approve the video(s), finished version(s) incorporating the video(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Clients, their legal representatives, heirs, and assigns.

11. VIDEO ARCHIVING

Upon receipt of the video(s) via online delivery, Clients accept all responsibility for archiving and protecting the video(s). Videographer keeps copies of edited .mp4 files for approximately [365] days then archives all video files to a decommissioned storage hard drive. Videographer is not responsible for the life span of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read files provided. It is Clients' responsibility to make sure that digital files are copied to new media and external hard drives as required. In the event Clients asks Videographer to unarchive video(s) and re-upload or deliver online to Clients, and the video(s) are still retrievable by Videographer; an additional unarchiving fee of [\$500.00] will apply.

12. REPRODUCTION

The limited, personal video release grants Clients and Clients' agents, including family and friends, the right to reproduce the video(s) provided for their personal use only and does not allow the videos to be altered, sold or published, including, but not limited to, entering into contests, or submitting to online blogs or publications, without the express written consent of Modern Memoir. Clients and Clients' agents, including family and friends, further agree not to supply images or videos to any third-parties or vendors without the express written consent of Modern Memoir.

13. COPYRIGHT

All video(s) taken by Modern Memoir are its property, will remain its property, and are protected by United States Copyright Laws (USC Title 17). Clients hereby waive any claims for ownership, income, editorial control, and commercial use of the video(s). Violations of this federal law will be subject to its civil and criminal penalties.

14. HARASSMENT

In the event, Videographer, or any of its agent experience, or are made aware of any inappropriate, threatening, hostile, or offensive behavior from Clients at any time during the contractual period or from any person/vendor at the event (including cut, but not limited to, unwelcome, sexual advances, verbal or physical conduct of a sexual nature, or a physical or verbal harassment related to race, sex, creed, color, marital status, sexual orientation, family status, and/or disability), videographer will terminate services immediately and/or leave the event, and this agreement shall be deemed terminated. Upon termination, due to harassment, Videographer shall be entitled to retain all monies paid, and client agrees to relieve and hold videographer harmless as a result of incomplete services.

15. SAFE WORKING ENVIRONMENT

Clients understand and agree that Videographer maintains a safe work environment at all times and complies with all health and safety laws, directives and rules and regulations. Clients further understand and agree that during the event Clients and Clients' agents shall not carry weapons or firearms, be exposed to severe illness, or request the Videographer to do anything illegal or unsafe. Further, Videographer will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. In the event any of these circumstances arise, Videographer reserves the right to end service coverage immediately and/or leave the event. Videographer shall be entitled to retain all monies paid and Clients agree to relieve and hold Videographer harmless as a result of incomplete videography coverage.

16. VENUE AND LOCATION LIMITATIONS

Videographer is limited by the rules and guidelines of the location(s) and site management. It is the responsibility of the Clients to secure permission from the venue, church, synagogue, or other officials to film. Videographer will abide strictly by the rules and standards of the venue, church, synagogue, or owners regarding camera placement, audio capture, and site access. Clients agree to accept the technical results of the venue's imposition on Videographer. Negotiation with the officials for moderation of guidelines is the Clients' responsibility, and Videographer will offer technical recommendations only.

17. PLANNING

Client acknowledges and agrees they hire an insured wedding planner for their event. This contract may be terminated by the Company under the circumstance that an insured wedding planner is not hired and in charge of the day-of event operations. Company agrees to clearly and promptly communicate with the wedding planning individual or company to ensure a successful event. Client acknowledges to send a list of vendors who will be working at the event for our videography team to credit on social media.

Clients agree that they or their planner will confirm the day-of event schedule at least one week prior to the Event. Notification of any changes in schedule or location must be made within [48] hours of Event. Changes can be made by phone with a follow-up email for documentation. If email is sent by Clients or planner, confirmation of receipt must be obtained by Videographer.

18. OVERTIME AND OTHER CHARGES

Whenever Client exceeds the contracted time, the extra time shall be charged at the current rate of \$400/hr until the Client communicates with the Company to halt the coverage, to arrange ahead or go out of the event.

19. TRAVEL & PARKING FEES

Client warrants that parking fees such as valet or self-parking, for each videographers' car will be charged to the Client. If the wedding event is not within the Greater DFW Metroplex, client undertakes to bear fully all the expenses involved including travel expenses and the accommodation (e.g. round-trip flight for 2 videographers, luggage fees, 1 hotel room with two beds for 2 nights minimum and transportation.)

20. THIRD-PARTY ADDENDUM CLAUSE *(If you aren't paying for this service but a friend or family member is)*

This Agreement may confer benefits or obligations upon certain third parties expressly named as intended beneficiaries, including *First Client Full Name* and *Second Client Full Name*, who shall have the right to enforce the terms of this Agreement directly against the Parties without assignment or delegation. The Parties shall not be obligated to any third parties unless specifically stated. Any modification or termination of this Agreement requires the written consent of all Parties and affected third parties, with notice provided to the latter. The Parties are not liable for indirect, consequential, or punitive damages to third parties. This Agreement and third-party rights shall be governed by the laws of Texas, and this clause is an integral part of the entire Agreement between the Parties and the third-party beneficiaries.

21. CANCELTION BY CLIENT

If for any reason Clients cancel this Agreement more than [30] days before Event, Videographer will keep the non-refundable Retainer as liquidated damages, but Clients will not be responsible for any remainder due. Cancellation must be made in writing signed by the contracted Party, and sent via email to info@modernmemoir.film. Confirmation of receipt of notification email by Videographer must be obtained. If Clients fail to supply written cancellation as specified before the Event or cancels within [30] days of the Event, Client shall be required to pay the full balance due.

22. RESCHEDULING BY CLIENT

If for any reason Clients reschedule the Event more than [30] days before Event and Videographer is able to rebook the original Event for the rebooking fee of \$500, Clients will receive credit for all monies already paid. Rescheduling notification must be made in writing, signed by the Clients, and sent via email to info@modernmemoir.film pursuant to the Notice provision in Section 36. Confirmation of receipt of notification email by Videographer must be obtained. Retainer credit may be applied *only* to Videographer's services within [one year (12 months)] of original date, provided Videographer is available. In the event Videographer is not able to rebook the original event date under this Agreement, Clients forfeit the Retainer in full. If Clients fail to supply written rescheduling notification [30 days] before the Event, Clients shall be required to pay the full balance due.

23. FORCE MAJEURE

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control that are unforeseen and unpredictable at the time of contracting, including, but not limited to, the following Force Majeure Events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. Active party shall give notice within 5 to 10 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay, and ensure the effects of such Force Majeure Event, or minimize the impact party, shall resume the performance of its obligations, as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 15-30 days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice. The Retainer and all other payments made by Clients up to the date of Notice of a Force Majeure Event are non-refundable. In the event this Agreement is terminated due to the impossibility of the Impacted Party to cure its performance obligations, such payments shall be credited to Clients' account and must be used within 12 months from the date of Notice of the Force Majeure Event.

24. CANCELLATION OF SERVICES BY VIDEOGRAPHER

In the event Videographer determines, in their sole discretion, that they cannot or will not perform their obligations under this Agreement due to circumstances, including, but not limited to, injury, illness, death of a family member, pregnancy, military orders, religious obligations, or other personal emergencies, it will:

1. Immediately give Notice to Clients;
2. Attempt to find another competent professional to take their place with the mutual agreement of the Clients;

3. If another professional is not available or clients, do not agree to transfer of obligations to said, alternate professional, Videographer will issue a refund, or credit, based on reasonably accurate percentage of services rendered; and
4. Excuse Clients of any further performance and/or payment obligations in this Agreement.

25. CLIENTS RESPONSIBILITIES & EXCLUSIVE VIDEOGRAPHER

Unless agreed upon in advance, Modern Memoir shall be the exclusive Videographer retained for the Event. Videographer may bring assistants at their discretion. Videographers and other vendors, as well as semi-professional videographers, must not obstruct or interfere with the official videography. Event guests may take photos and videos, but it is the responsibility of the Clients to prevent family and friends from interfering with Videographer's duties. If Clients hire a professional photographer, Videographer will endeavor work alongside photographer to the best of their ability. Videographer is not responsible for compromised coverage due to causes beyond their control such as other people's camera or flash, the lateness of people, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiant. The Videographer is not responsible for existing backgrounds, obtrusive objects, or lighting conditions that may negatively impact or restrict the videography coverage. Clients agree to confirm the day-of videography schedule no later than [one week] prior to the Event. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

26. CLIENT'S RESPONSIBILITY TO SECURE INSURANCE

Clients understand and agree that it is their responsibility to acquire any and all travel, flight, and/or event insurance to protect themselves from unforeseen events, extreme weather, or extenuating circumstances beyond the Parties' control. Clients agree to indemnify and hold Videographer harmless for all such occurrences.

27. COMMUNICATION

Videographer's office hours are from M-F 8:00am-6:00pm. Videographer's primary source of communication is through email via info@modernmemoir.film. Videographer will respond to Clients' emails within those office hours, and no more than 48 Hours after Clients email Videographer. Videographer will include phone number within the contract and in email signature. Clients shall text and/or call Videographer if there are any issues related to the event that needs to be resolved immediately.

28. MAXIMUM DAMAGES

The sole remedy for any actions or claims by Clients shall be limited to a refund, the maximum amount not to exceed the total monies paid by Clients under this Agreement.

29. LIMITATION OF LIABILITY

If, during the videography event and/or before the videos are delivered to Clients, the event media has been lost or is unusable because of defect, damage, equipment malfunction, processing, or other technical error caused by Videographer or forces beyond the control of Videographer, Clients agree to hold the Videographer harmless and will not impose any additional liability. Liability for a partial loss of videos shall be prorated based on the percentage of total. Clients understand and agree that an entire event cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and that no re-shoot will be available.

Clients agree to relieve and hold Videographer harmless for any compromised coverage due to causes beyond Videographer's control including, but not limited to, wedding guests' smartphones/cameras or flash in photos, the lateness of a spouse, lateness of family members and wedding party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiant. Clients further agree to relieve and hold Videographer harmless for existing backgrounds, obtrusive objects, or lighting conditions that may negatively impact or restrict the Videographer's coverage.

In no event shall Videographer be liable under this Agreement to Clients or any other third-party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

30. INDEMNIFICATION

Clients shall indemnify, release, discharge and hold harmless Videographer, its heirs, legal representatives, assigns, employees, contractors, or any persons or corporations acting under permission or authority of the Videographer from and against any and all losses, damages, liabilities, and expenses and costs, including reasonable legal expenses and attorneys' fees, to which Videographer may become subject as a result of any claim, demand, action or other legal proceeding by any third-party to the extent such losses arise directly or indirectly out of activities performed by Videographer pursuant to this Agreement, except to the extent such losses result from the gross negligence, willful misconduct, or intentional acts of Videographer.

31. SALES TAX

Should any sale and/or use tax be imposed on any part of this Agreement, such tax shall be collected from Clients and remitted by Videographer. All sales tax will be included on invoices.

32. ENTIRE AGREEMENT

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between the Parties, and any modifications must be in writing, signed by all Parties, and physically attached to the original agreement.

33. VENUE & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Denton, Texas. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement should it become necessary.

34. ARBITRATION

Any and all disputes or disagreements rising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Lehi, Utah, unless another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each Party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

35. SEVERABILITY & NO WAIVER

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

36. TRANSFER

This agreement cannot be transferred or assigned to any third-party by either the Videographer or Clients without written consent of both Parties.

37. HEADINGS

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

38. NOTICE

Parties shall provide effective notice ("Notice") to each other via email at the date and time which the Notice is sent: Videographer's Email: info@modernmemoir.film; Clients' Email: First Client Email.

39. COUNTERPARTS & FACSIMILE SIGNATURES

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the Parties' signatures, may be used as the original.

This Agreement between First Client Full Name and Second Client Full Name ("Clients") and Modern Memoir ("Videographer") (collectively the "Parties", or in the singular "Party"), for the purpose of Clients hiring Videographer for videography services at an event. This Agreement shall become effective upon the date of both Parties' signatures below.

SIGNATURES

Each Party has read, understands, and agrees to the terms and conditions of this Agreement.

* Signature required

* Signature required