

**Classic Filmworks
Contract for Videography Services**

This ("Agreement") constitutes a binding agreement for videography services and/or products. By signing this Agreement, the clients, identified on page four of this agreement (collectively referred to below as "client") agrees to pay Classic Filmworks, (refer to as "CFW") for the services and/or products provided by CFW at the price set forth on page three of the Agreement. The following terms and conditions shall also apply to Client's engagement of CFW:

1. **EXCLUSIVITY:** CFW shall be the only videography service provider retained by the Client for the event identified on page four of the Agreement. Family and friends shall be permitted to videotape the event, for non-commercial purposes, provided that such person or persons do not interfere with the videographer's duties.
2. **VIDEOGRAPHER:** CFW shall assign a videographer from its staff exclusively for Client's Event. CFW reserves the right to substitute another videographer at any time due to illness. Due to the length of time required to record an Event, Client agrees to provide videographer and assistants with a meal during the Event close to the site dining room.
3. **ILLNESS AND UNEXPECTED EVENTS:** CFW will not be liable to Client under any circumstances if its performance is prevented or impaired due to war, insurrection, strikes, walk-outs, riots, fire, acts of God, including adverse weather conditions, earthquakes, shortages or unavailability of labor or materials, laws or governmental restrictions which conflict with the terms of this Agreement, or any other matter beyond the reasonable control of CFW. In the event of any unanticipated videographer illness, CFW shall make reasonable efforts to substitute a competent professional. If another videographer cannot be assigned in time for the Event, CFW shall promptly return to Client all fees previously paid the Client, and shall have no further liability with respect to this Agreement. CFW reserves the right to decline outdoor recording in the event of inclement weather. Client is responsible for providing an alternate location in the event of inclement weather.
4. **LIQUIDATED DAMAGES:** Client and CFW recognize it is extremely difficult and impractical to ascertain the extent of Client's actual damage in the event of a breach on the part of CFW. Therefore, the parties agree that in the event breach arising from the negligence or other unintentional conduct of CFW, including, without limitation, any damage to or loss of any CF cards, Client shall be entitled to the following: IN EVENT OF DAMAGE TO OR LOSS OF ANY FOOTAGE: a percentage reduction in the price of the video package, based on the amount of actual footage time which was damaged or lost . Client would then receive the final product, containing the footage from the event, which was captured, not lost or damaged. IN THE EVENT OF DAMAGE TO OR LOSS OF ANY PHOTOGRAPHS: Payment in the sum of 1.00 per/lost-damaged

photograph. The return of fees and payment of such damages shall be the sole and exclusive remedies available to Client.

5. **NON-REFUNABLE RESERVATION FEES:** A reservations deposit of \$300 is due upon signing of this Agreement. Once the Agreement is signed and the deposit is paid, CFW shall reserve the time and date agreed upon for the Event and will not make reservations that will conflict with the Event. For this reason reservation fees are non-refundable. The remaining balance will be due one week prior to the Event.
6. **CHANGE IN DATE, TIME OR PACKAGE:** Client may upgrade package selection at any time until the day of the event. However, Client may not change its selection to a lower priced package. In the case of adding additional hours during the Event that is permissible if there is no schedule conflict with CFW. In the event of a date or time change, if the new date conflicts with CFW existing schedule, CFW reserves the right to terminate the Agreement. In the event of such termination, Client shall forfeit any non-refundable deposit.
7. **RAW FOOTAGE, EDITING AND COMPLETION OF FINAL PRODUCT:** Client shall have the opportunity to purchase the raw footage from the Event. Raw footage will be archived for one year from day of Event. Allow 12 weeks for editing of completed DVD. Changes made to the master edit will only be made if a mistake was made by CFW. Any other editing change will be charged at a rate of \$35 per hour.
8. **VENUE, ATTORNEY'S FEES AND APPLICABLE LAW:** The validity and interpretation of this Agreement shall be construed in accordance with the laws of the State of California. Any court action to enforce this Agreement, or relating or arising out of this Agreement or the services provided by CFW shall be brought in a court of competent jurisdiction in the County of San Diego, State of California. In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this Agreement, each party to this Agreement shall bear their own attorney's fees. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way, be affected or impaired, thereby. Unless otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Each party represents that all required authorizations for execution of this Agreement necessary to make this instrument binding in accordance with its terms against such party have been obtained and are in effect.
9. **PUBLICITY RIGHTS/PROMOTIONAL USE IMAGES:** By placing their initials below, the parties agree that CFW may use images from Client's Event for commercial use, including, without limitation, promotional video for exhibition to other potential clients.

10. MODIFICATIONS: This written and signed Agreement constitutes the sole and exclusive agreement between parties regarding the services and products to be provided by CFW in connection with the Event. It is intended by each party to constitute the final written memorandum of all of their agreement and understandings in this transaction. No covenants, warranties and/or representations, expressed or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth above. If either party to this Agreement has attempted to make such covenants, warranties, and /or representations, promises or prior agreements, they are each superseded hereby and waived. Any waivers, terminations, amendments, or modifications of, or additions to, this Agreement must be in writing signed by the party against which the enforcement of such writing is sought.

_____ Client's initials



RESERVATION FOR CLASSIC FILMWORKS

To reserve Classic Filmworks services for _____, a \$300
Date of event
deposit must be submitted with signed contract. The HDV package selected is
_____, for the price of \$_____.
Please enter package *Please enter price*

Client's name *Client's signature* *Date*

Bride's mailing address

Bride's Cell phone *Work Phone* *E-mail*

Groom's mailing address

Groom's cell phone *Groom's work phone* *Groom's E-mail*

Classic Filmworks *Date*

We are looking forward to working with you!

Classic Filmworks

*Please mail original contract with your deposit to:
Classic Filmworks
1415 Lisa Way Escondido, CA 92027*



Ceremony location: _____

Ceremony begins at: _____ Ends At: _____

Reception location: _____

Cocktails begin at: _____ Reception begins at: _____ Ends at: _____

Coordinator: _____ Phone: _____

Photographer: _____

Florist: _____

DJ: _____

Any Special Entertainment: _____

Music selections for DVD: _____

Anything else we need to know about?

Where did you hear about us? _____

Classic Filmworks
1415 Lisa Way Escondido, CA 92027
760.213.1420