



To see short demo videos made for Windows Media Player (low-resolution video for the web)

Go to my website www.creationsvideography.com

WEBSITE VIDEO PRODUCTION BOOKING FORM

Clients Name;

Business Name;

Address; Postcode email address

Telephone No; Mobile No;

'Creations Videography' will exercise all reasonable care in performing this agreement and shall abide by all requirements of the 'Australian Video Producers Association'.

The client and 'Creations Videography' agree that 'Creations Videography' be engaged on the following specified work listed below.

Job type and name of job;

Job Day & Date;

Starting time; finishing time;

Number of hours required;

Job description; Agreed total \$

.....
.....
.....

Extra work or video files required Agreed total \$

Description
.....
.....

Final agreed total price \$

50% of "final agreed total price" deposit paid (amount) \$ cash/cheque/direct deposit/Pay Pal on our website

Date paid

(Please make cheques payable to Ian Rietschel)

Final balance to pay (final agreed total price less deposit paid) \$

The client agrees to pay the final balance stated above on completion of the works.

(Please make cheques payable to Ian Rietschel)

The client has read the terms and conditions of this agreement on the reverse side and warrants that the event details and information details supplied are true and correct.

Signature of Client Date;

Booking agent's business name or who referred you to us (PLEASE PRINT)

Booking agent's name booking agent's signature (if required)

N.B. Please return this form together with deposit money to confirm your booking within 7 days (please refer to video production agreement section 21).

VIDEO PRODUCTION AGREEMENT AND CONTRACT

In this agreement:

"We" and "us" and "our" refers to Creations Videography

"You" and "client" means the client shown on reverse

You and we agree as follows:

1. The client warrants that the event details and information details supplied are true and correct.
2. Should any delay or postponement of the event or alteration of event timetable occur we reserve the right to add such additional fees as are necessary.
3. You must inform us of any alterations and/or cancellations of any event details and/or information details.
4. You are responsible for confirming all details 14 days prior to the event.
5. We will own the copyright in any photographic and/or video footage produced by us as a result of this agreement. You must not make copies of such footage without our permission in writing.
6. We reserve the right to be the exclusive videographers for the event.
7. We reserve the right to use any photographic and/or video footage for professional display, advertising and competition purpose
8. Should the client or its agent supply to us any music, information or details that are incorrect or of a standard that is inappropriate, we may at our discretion decline to use such music, information or details but if so used the client shall not hold us liable for any hurt, damage, cost or action arising out of the use of such music, information or details.
9. We reserve the right to edit the event to our discretion.
10. We shall be supplied with all information, details, locations and times as it deems necessary for the completion of the work under this agreement by the client. The information must be provided 14 days prior to the event date.
11. Any dispute arising out of this agreement shall be referred to an arbitrator appointed by the president of the Australian Video Producers Association, who shall take written submissions from the client and us and who shall within a timely manner decide the dispute and advise the parties of the decision. The decision of the arbitrator is final and binding upon the client and us.
12. Where any fee, levy or cost is incurred after the date of this agreement such fee, levy, or cost being an Australian or state Government ruling then that fee, levy or cost shall be the responsibility of the client upon the client being advised in writing by us.
13. Payment in full of the agreement price shall be made by the client upon the collection of the works material, the subject of this agreement, and such works material may be withheld until payment is made, this will be done on our discretion. Where any works material has not been collected within three (3) months after we have informed the client of the completion of the agreement, then we may destroy the material or reuse the video files, video tapes or DVDs at our discretion.
14. No act, thing, omission, malfunction of equipment or theft of equipment, which in any way affects the subject matter of this agreement shall constitute a breach of this agreement; to the extent that a portion of this agreement is unable to be completed we may at our discretion refund or credit a proportion of the agreement price to the client.
15. The inability to complete the agreement by us due to personal accident, illness, death, or other reasons beyond our control entitles the client to a return or crediting of monies applicable to that part of the agreement not performed.
16. In the event of malfunction of equipment, video tapes, lose of sound and/or picture, or power failure in the work due to be done pursuant to the agreement, the client will not hold us liable except to the extent of the agreement price and if part only of the agreement is not completed, to that part included in the price.
17. Assignment of the work by us may occur where we are unable to complete the work for any reason and such assignment shall not constitute breach of this agreement.
18. Where necessary the client shall obtain the signature and consent of any third party to this agreement as is required by us and such third party consent and signature means that the third party is responsible for the client's performance of this agreement including payment of any monies owing.
19. The third party shall be supplied with a copy of this agreement.
20. Any extra video work required from us by the client after signing this agreement (not stated on this booking form) shall have to be ordered and paid separately on a new booking form as new work and accompanying a new quote.
21. The client must pay a 50% minimum deposit as stated on the front of this agreement of the total production cost within 7 days of signing this agreement.
22. The client must collect and pay for completed productions within 14 days of notification of completion. We may charge interest at 2% per month (24% per annum) on all outstanding balances after 14 days of notice of completion.
23. The client must make final payment by cash, or bank cheque, or Australian post money order (made payable to Ian Rietschel).
24. To the extent permitted by law, we will not be liable for any consequential, special or indirect damages.
25. To the extent permitted by law, our total liability to the client in connection with this agreement whether in contract, tort (including negligence), by statute or otherwise is limited to the production cost as shown on reverse.
26. After the client has viewed the final edited video reproduction and is satisfied with the result and makes final payment the client agrees that we can remove the edited works off computer hard drives ready for new jobs waiting in the job queue. If the client wants alterations to the edited video after this settlement takes place a payment will be required from the client for re-editing the entire works. (If re-editing is required the client agrees that the re-edited final reproduction will be expected to be different to that of the original edited works done).
27. We will take all due care in producing the video production for the client. The client shall not hold us liable for any hurt, damage, cost, or action arising out of any omissions or errors (after settlement takes place-see above, point 26) in any of the final productions produced.
28. The client has read the terms and conditions of this agreement and warrants that the event details and information details supplied are true and correct.

Signed; date;

Client's signature.

Signed; date;

For and on behalf of the client. To be signed (if necessary) by third party.

Signed date;

Manager of 'Creations Videography'