

WEDDING VIDEO PRODUCTION AGREEMENT AND CONTRACT

In this agreement:

“We” and “us” and “our” refers to Creations Videography

“You” and “client” means the bride and groom and client shown on reverse

You and we agree as follows:

1. The client warrants that the event details and personal 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 personal details.
4. You are responsible for confirming all details 14 days prior to the event.
5. You must notify photographers, hire cars and caterers of the schedule of events.
6. You are responsible for any copyright licence fees for music and other material used by us at your request.
7. 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.
8. We reserve the right to be the exclusive videographers for the event.
9. For each member of the video crew a full meal and place setting including all courses (as supplied to the guests) are to be provided by you if we are booked to work at the reception.
10. We reserve the right to use any photographic and/or video footage for display, advertising and competition purposes.
11. 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.
12. We reserve the right to edit the event to our discretion.
13. 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.
14. 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.
15. 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.
16. 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 the client has not collected any works material 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 tapes or DVD's at our discretion.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. The third party shall be supplied with a copy of this agreement.
23. Any fee required to be paid by us (which would include parking fees) for any venue use or fee for toll ways on bridges and tunnels shall be a fee that we shall recover from the client in addition to the production agreement price.
24. Any extra hours (not stated on the booking form) required from us by the client to record the wedding day on the day of the event shall be paid for by the client at the quoted price per hour on the given price list and booking form.
25. The client must pay to us a minimum first deposit of 30% of the total production cost within 7 days of signing this agreement to confirm any booking. This booking form must be completed, signed, dated and sent to us and accompany the deposit money for bookings to be confirmed. No deposits and/or booking fees are refundable.
26. The client must pay a further 30% payment (second deposit) of the total production cost two weeks prior to the wedding date of the video shoot.
27. 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.
28. The client must make final payment by cash, or bank cheque, or Australian post money order (made payable to Ian Rietschel).
29. To the extent permitted by law, we will not be liable for any consequential, special or indirect damages.
30. 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.
31. 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).
32. 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 31) in any of the final productions produced.
33. The booking agent and its business named overleaf will act only as a booking agent for us and are responsible for making initial bookings only, they are not held responsible for any of the video production events that occur after bookings are made by them.
34. The client has read the terms and conditions of this agreement and warrants that the event details and personal 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:
Booking agent's signature. For and on behalf of 'Creations Videography'.

Signed date:
Manager of 'Creations Videography'.