



Videotape to DVD conversions order form

Shop/agent name \_\_\_\_\_  
Shop/agent address \_\_\_\_\_  
Shop/agent phone \_\_\_\_\_ Shop/agent mobile \_\_\_\_\_  
Shop/agent email address \_\_\_\_\_

**Client contact details**

Client name \_\_\_\_\_  
Client address \_\_\_\_\_  
Client phone \_\_\_\_\_ Client mobile \_\_\_\_\_  
Client email address \_\_\_\_\_

**Job description (what do you want done?)**

Description of the job requirements \_\_\_\_\_  
\_\_\_\_\_

No. of video tapes and format type (We can do the following formats - VHS, VHS-c, SVHS, SVHS-c, Video 8, Hi 8, Digital 8, mini DV and Betamax) Please list like this E.G. 2 x VHS, 1x VHS-c, 1x Mini DV \_\_\_\_\_  
\_\_\_\_\_

Videos to be copied, order of preference \_\_\_\_\_  
\_\_\_\_\_

Title of movie to be printed on the cover and on the disc \_\_\_\_\_

Opening DVD title menu to be recorded to DVD (optional extra) \_\_\_\_\_

Please give points of reference on your videotape where you want the recording to start and finish (rewind the tape, eject it, then re-insert to set your VCR to zero, then use your real time counter on the VCR, hours, minutes, seconds)  
\_\_\_\_\_

Please give points of reference on your videotape where unwanted scenes appear to edit out (optional extra)  
\_\_\_\_\_

Please give points of reference on your videotape where you want scene chapters to appear (optional extra)  
\_\_\_\_\_

Please give points of reference on your videotape where you want a frame of video to be saved as a cover image or supply a photo for your colour printed DVD library cover and DVD label (optional extra)  
\_\_\_\_\_

**Total costs** Note: SL DVD = Single Layer DVD; DL DVD = Dual Layer DVD

Total minutes of videotape to transfer \_\_\_\_\_ (include all videotapes & lengths) total \$ \_\_\_\_\_  
Total of standard SL DVD discs required \_\_\_\_\_ (2 hours per single layer DVD)(No extra charge)  
Total of DL DVD discs required \_\_\_\_\_ @ \$25 per dual layer disc total \$ \_\_\_\_\_  
Editing out scenes -total of scenes to edit out \_\_\_\_\_ @ \$10/scene \_\_\_\_\_ total \$ \_\_\_\_\_  
Opening title to be recorded to DVD \_\_\_\_\_ @ \$10/title \_\_\_\_\_ total \$ \_\_\_\_\_  
Special photo colour library cover -total required \_\_\_\_\_ @ \$5/cover \_\_\_\_\_ total \$ \_\_\_\_\_  
Special colour photo DVD printed label -labels required \_\_\_\_\_ @ \$5/label \_\_\_\_\_ total \$ \_\_\_\_\_  
Scene chapters for DVD menu – amount chapters required \_\_\_\_\_ @ \$5 ea chapter \_\_\_\_\_ total \$ \_\_\_\_\_  
Extra copies of each job DVD - copies required \_\_\_\_\_ @ \$30/SL DVD (\$40/DL DVD) total \$ \_\_\_\_\_  
Total cost of above (refer to "videotape to DVD transfer price list") \_\_\_\_\_ total \$ \_\_\_\_\_

**The client has read the "terms and conditions" of the agreement overleaf and warrants that the job details and personal details supplied are true and correct, and agrees with all the terms and conditions of the "Videotape to DVD Transfer Production Agreement".**

**Client Signed** \_\_\_\_\_ **Dated** \_\_\_\_\_

# VIDEOTAPE TO DVD TRANSFER PRODUCTION AGREEMENT

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 job details and personal details supplied are true and correct.
2. You must inform us of any alterations of any job details and/or personal details before the job is complete.
3. Should the client supply to us any tapes, photos, or information or details that are incorrect or of a standard that is inappropriate, we may at our discretion decline to use such tapes, photos or 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 tapes, information or details.
4. 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 including original material may be withheld until payment is made, this will be done on our or the agents discretion. Where any works material has not been collected within three (3) months after we have informed the client of the completion of the works in writing, then we may destroy the material or reuse the video tapes at our discretion.
5. No act, thing, omission, malfunction of equipment or theft of equipment and tapes, which in any way affects the subject matter of this agreement shall not 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.
6. 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 and return of client's original video tapes and photos.
7. 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.
8. 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.
9. 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.
10. We will not be held responsible for any videotapes, or photos that are supplied by the client that are in a substandard condition or/and that may malfunction or/and that may break and be damaged further in the event of the works to be performed.
11. The client must make final payment by cash, or eftpos, or credit card if the agent has the said facilities.
12. To the extent permitted by law, we will not be liable for any consequential, special or indirect damages.
13. 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.
14. 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) in any of the final productions produced.
15. The shop/agent and its business named overleaf will act only as an agent for us and are responsible for collecting and holding jobs in their care only, they will not held responsible for any of the video production manufacturing that occurs after they collect jobs at their premises.

By signing the Creations Videography order form, the client represents and warrants that:

- (a) The client has the right to permit Creations Videography to perform the Creations Videography services on the videotape content that the client has submitted ("Content"), as contemplated by my order, including the copying and converting process,
- (b) the Content does not injure, infringe, or violate any patent, copyright, trade secret, trademark or other intellectual property right of any third party, or violate any obscenity law or other applicable law, rule or regulation in any jurisdiction in which the Content may be viewed or retrieved,
- (c) Creations Videography provision of the processing and/or hosting of the Content hereunder will not infringe upon or violate any patent, copyright, trade secret, trademark or other intellectual property right of any third party, including but not limited to any and all performance license rights, mechanical license rights, synchronization license rights and rights under the Digital Performance Right in Sound Recordings Act of 1995, or violate any obscenity law or other applicable law, rule, or regulation in any jurisdiction in which the Content can be viewed, retrieved, and
- (d) The Content and Creations Videography provision of the processing service on the client's behalf is not for any illegal, obscene, offensive, or immoral purpose.

## LIMITATION OF LIABILITY

By submitting material to Creations Videography, a client request processing services described, and agrees to pay any standard charges therefore. The client agrees that the liability of Creations Videography, its agents and employees, for any losses or damages of any kind or nature to the client's film or tape, or other material, is limited to the cost of replacing such tape with blank tape. The client also agrees that Creations Videography, its agents and employees, shall not be otherwise liable to the client for any loss or damage of any kind or nature, whether direct, incidental, consequential, or otherwise. The client declares that all materials submitted to Creations Videography for transfer or other reproduction, are not in violation of any copyright laws. The client will indemnify and hold Creations Videography harmless in respect to any claim of violation of such laws. Either the client created the materials submitted or the client has the permission of the copyright owner to duplicate them. All copyrighted material must be accompanied with a written release form.

16. The client has read the "terms and conditions" of this agreement and warrants that the job details and personal details supplied are true and correct, and agrees with all the terms and conditions of the "Videotape to DVD Transfer Production Agreement". Please sign overleaf.