



DRONE | PHOTO | VIDEO | 360

## Wedding Videography Contract

1. a. Videographer's Responsibilities. In Awe Digital Media ("Videographer") hereby agrees to perform photographic services for Client at the Event specified above in a professional, workman like manner according to the prevailing standards in the industry ("Services"). Videographer may employ one or more assistants. Videographer is not responsible for the impact on the final product of any interference caused by guests or other vendors at the Event. Videographer will make every effort to obtain, but cannot guarantee delivery of, any specific images requested by client because of Videographer's lack of control over the Event, its participants, weather, and any rules or restrictions of the venue or official conducting the Event.  
b. If Videographer is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, Videographer reserves the right to take reasonable action to remedy such a situation, including but not limited to leaving the Event. In such event, Videographer shall not be obligated to refund any of the fees paid by Client because of such action.
2. Retainer/ Payment. A non-refundable retainer of 50% (that shall be applied toward the total fee for the Services and will be set out in the Payment Schedule) is due upon execution of this agreement, at which time Videographer commits to being available to Client on that date (subject to non-payment, reasonable emergencies and force majeure events, see Section 11). Remaining payments of the balance due for the Services shall be made no later than 2 weeks prior to the booking date. In the event that Client fails to remit payment as specified, Videographer shall have the right to immediately terminate this Agreement with no further obligation to refund money (including the aforementioned retainer), to attend the Event or to supply images.
3. Copyright. All photographs taken by Videographer at the Event, in whatever form, are copyright protected. Videographer will allow reproduction and publishing for personal use (eg. wall hangings at home, Facebook, blogs), but any sale or publication for profit without Videographer's express written permission is a violation of copyright law. Videographer retains Copyright in all images taken at the Event. This clause shall survive the Term.
4. Term. The term of this Agreement shall commence upon the execution of this Agreement, and shall terminate upon Videographer's delivery of the final, Client-approved album layout ("Video") to the Client, unless terminated earlier as provided herein.
5. Event Changes. Videographer must be notified immediately of any changes in schedule or location, at least 7 Days in advance of the scheduled Event date. If Client notifies Videographer by phone, a written (i.e. email) confirmation must be sent within 2 days of such notification. If the date of the Event changes, and notice is not given the period specified above, then Videographer shall be entitled to the retainer amount as liquidated damages for having to reschedule the event. The retainer amount will need to be repaid upon booking the new date, subject to Videographer's availability.
6. Cancellation. Upon acceptance of these terms and payment of the retainer, Videographer shall commit to attending the Event on the specified date, and shall make no other reservations for that date. If Client cancels the Event entirely, then Videographer shall not be required to repay any of the payments made by Client.
7. Delivery Date. The Video shall be delivered no later than 120 Days from the date of final Client approval.
8. Videographer will edit and deliver what it considers to be the best of every situation covered. Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

9. Price Protection. Videographer warrants all prices quoted for Event images are valid for a period of 6 Months following the Event. Orders placed after such period are subject to Videographer's published pricing at the time of the orders' placement.
10. Model Release. Client hereby agrees that Videographer may reproduce, publish, exhibit, and otherwise use images from the Event for instructional or marketing purposes without payment of any additional fee, provided there is no specific identification of persons or events appearing in the images.
11. Force Majeure. If Videographer is unable to attend Event due to fire, flood, casualty, strike, civil disturbance, war, terrorism, Videographer's sickness, or other acts of God beyond the parties' control, then Videographer shall return all money paid by Client (including any retainer), and this Agreement shall immediately terminate.
12. Jurisdiction. The courts of England shall have exclusive jurisdiction over disputes arising from this Agreement, and both parties here to consent to the jurisdiction of such courts.
13. Solicitor's Fees. The prevailing party in any litigation or dispute involving this Agreement, or the Services performed there under, shall be entitled to recover reasonable solicitor's fees, costs, and expenses arising from such litigation or dispute from non-prevailing party.
14. Assignment. This Agreement may not be assigned.
15. Indemnification. Client hereby acknowledges that Videographer may be limited by the guidelines or rules of the official performing the ceremony or the venue, and to hold Videographer harmless for the impact such restrictions may have on the final product.
16. LIMITATION OF LIABILITY. VIDEOGRAPHER'S ENTIRE LIABILITY FOR ANY CLAIM, LOSS, DAMAGE, OR INJURY ARISING UNDER OR RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES. IN NO EVENT SHALL VIDEOGRAPHER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF CLIENT INFORMS VIDEOGRAPHER OF CIRCUMSTANCES THAT WOULD GIVE RISE TO SUCH DAMAGES.
17. Event Meals. Client shall arrange with the caterer for meals to be provided to Videographer and 1 assistant (if applicable) or allow 1 hour within the day for the Videographer and 1 assistant (if applicable) to leave the venue to eat/drink.
18. Choice of Law. This Agreement shall be governed by the laws of England, notwithstanding its conflicts of laws provisions.
19. Waiver/Miscellaneous. This Agreement represents the complete and entire agreement of the parties with respect to the subject matter herein, notwithstanding any oral or written representations to the contrary made before, during, or after its execution. Any amendments to this Agreement shall only be effective if made in writing that is executed by both parties hereto.
20. Protection of Deliverables/Retention of Files. Videographer shall take all reasonable steps to protect the clips that are recorded at the Event until such time as the Video is delivered to Client. Once the Video has been delivered, Videographer shall have no further obligation to preserve the images of the Event, regardless of the form of media in which they are stored.

Signed on behalf of In Awe Digital Media \_\_\_\_\_

Name \_\_\_\_\_

Client \_\_\_\_\_

Name \_\_\_\_\_