

# Wedding Film Agreement

## ToMorrow's Media, LLC

### General Information

Event Date: Saturday, June 13, 2020

Event Location: Bearwood Event Barn, Byron, MN

Bride: Jalissa Nawrocki

Groom: Zach Tauscher

### Terms and Conditions

#### **AGREEMENT**

This Agreement (the "Agreement") is hereby made on May 24, 2020 (the "Effective Date"), by and between Jalissa and Zach (the "Client") and ToMorrow's Media, LLC ("TM"). The event date of Saturday, June 13th, 2020 (the "event date") to be reserved by the Client falls under the terms of the agreement.

#### **EXCLUSIVITY**

It is understood that TM is the exclusive videographer retained by the Client to cover the Client's event. Any conflicts with other video coverage agreements and any notifications necessary to avoid such conflicts are the sole responsibility of the Client.

#### **PERMISSIONS**

The Client assumes all responsibilities for obtaining any necessary permission, clearance permits, etc., which may be required for TM to film each event, public or private. The Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of, or inability to use, such camera positions. The Client warrants that he/ she has the legal rights to anything TM will videotape.

## **COPYRIGHT**

TM reserves the right to use videos and photos for display and/or promotional purposes. All raw footage remains the exclusive property of TM. A single, unlimited license is granted to the Client for use of the final product delivered however they so choose.

## **ARTISTIC STYLE**

On its own behalf and on behalf of the subject: The Client acknowledges that he/she is familiar with TM's portfolio and is requesting services with knowledge of the company's style and that the company's work is constantly evolving; that the company's services are of a unique and artistic nature; that the film may be different from videos done by the company in the past; and that in creating the videos we shall use our own creative artistic judgment to create videos consistent with our vision of the event, which may be different from the Client's. Accordingly, the Client acknowledges that the videos shall not be subject to rejection on the basis of taste or aesthetic criteria. TM will work with the Client to get feedback and input, but will retain full creative control.

## **CREATIVE CONTROL**

The Client has critically viewed samples of TM's video work and hereby grants full editorial and production control to TM for all aspects of the production and post-production services for the event. In the event a particular segment of the event is either not recorded, partially recorded, or not a part of the edited final film, it is at the sole discretion of TM as the exclusive producer of the event video recording. Changes requested to the final video after delivery to the Client are subject to the normal hourly editing rate of \$100/hour.

## **PERSONAL PROPERTY**

All personal property provided by the Client to TM for utilization in the filming or post-production of their film is received by TM at the complete and total risk of the Client. TM will make every effort to ensure the safekeeping of the Client's personal property while in its possession and return safely to the Client.

## **MEALS**

A meal is to be provided to each videographer or assistant that is onsite for the duration of the event by the Client. This meal should be consumed at the same time at which the Client is consuming their meal. This is to ensure that no events or moments are missed and we can capture all important moments.

## **TRAVEL COSTS**

All travel within 100 miles of the location of TM (Woodbury, MN) is included in package costs. Any travel outside of 100 mile radius is subject to a \$1/mile (starting from the location of TM) fee payable by the Client. If TM deems it necessary that they will need to stay overnight, before or after the event, the Client is responsible for all costs associated with, but not limited to, the cost of lodging, rental vehicles, flights, etc. The Client will be notified and responsible for these costs at the due date that is 1 week prior to the event. If any unforeseen travel expenses arise (such as parking, access fees, baggage fees, etc.) the Client will be properly notified and responsible for the costs.

## **RESCHEDULING**

If the Client chooses to reschedule to a different date than originally agreed upon, TM will make EVERY EFFORT to work with the Client in making the rescheduling process as smooth as possible. If the Client chooses a new date that falls under different pricing (ie. change in year, package availability, etc), the Client is responsible for the new total fee. If the Client chooses a new date in which TM is not available, the down payment will be forfeited.

## **CANCELLATION**

In the event of a cancellation, the Client forfeits the down payment at the discretion of TM. If cancellation occurs within 30 days of the event, all payments agreed upon will still be due in full at the discretion of TM.

## **WELL BEING**

TM reserves the right to leave the event and terminate this agreement at any time should they feel that their well-being is in question. TM will properly notify the Client of the issue and seek resolution prior to leaving the event.

## **COMPLETION SCHEDULE**

The Client is aware that post production takes significant time to complete and the delivery of the final product is guaranteed in digital format within 6-8 weeks of the event date. TM will make every effort to complete the final product in a timely manner and deliver it to the Client. Any and all physical products purchased by the Client will be sent out by TM immediately following the delivery and final approval of the digital products by the Client.

## **UPGRADES**

The cost of any upgrades chosen by the Client that was not agreed upon in this agreement will be added on to the total fee due 1 week prior to the event date. The cost of any upgrades added within 1 week of the event, or after the final balance is due, will be due immediately. If an upgrade is added on site during the event, the cost will be due within 7 days of the event. The cost of any upgrades added AFTER the event will be due immediately.

## **LIMITED LIABILITY**

TM warrants and declares that every effort will be made to provide high quality video services. In the unlikely event that TM becomes unable to work the event for any reason, TM will make every reasonable effort to secure a replacement videographer at a cost that is similar to the fees agreed upon. In such an event, Client releases TM from all terms of this Agreement. It shall be the Client's responsibility to cover the cost of the replacement videographer, even if the cost is more than the Total Fee that has been agreed upon. If the situation should occur that a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event. TM takes the utmost care with respect to capturing,

transporting and processing of the digital files and videos. However, in the unlikely event that videos/files have been lost, stolen, or destroyed for reasons within or beyond TM’s control, TM’s liability is limited to the prorated amount of the clips lost based on the percentage of total number of originals captured and the Total Fee. TM uses industry standard methods of protecting their equipment and work product. However, in the unlikely event that a mechanical failure or loss in any way should occur to TM’s equipment and/or work product, and we are unable to provide the Client with the agreed upon video services and/or products, responsibility and liability is limited to the return of all payments received for the event. TM and the Client agree that TM shall not be responsible for any other damages, emotional or otherwise.

**INDEMNITY**

TM shall not be responsible for any loss of or damage to property of Client, its employees, agents, contractors, invitees, licensees or assigns nor for any personal injury to Client or their officers, directors, employees, agents, contractors, licensees and/or invitees. In no event shall TM be liable to Client for any incidental, consequential, indirect, or punitive damages regardless of whether such liability is based on breach of agreement, tort, strict liability, breach of warranties or otherwise.

**COSTS & FEES**

All video pricing is subject to any and all local sales tax which will be automatically calculated on the invoice, which is not included below.

	DUE DATE	AMOUNT DUE
Package Total	6-6-2020	\$1,500.00
Ad-Ons (Full day coverage upgrade)	6-6-2020	\$1,000.00
Initial Travel Costs	N/A	\$0.00
Non-refundable down payment	Date of Signing	\$750.00
Total amount due*	6-6-2020	\$2,500.00

**\*Tax is not included in this figure**

If ToMorrow's Media, LLC fails to comply with the terms of this agreement due to any event or at beyond the control of ToMorrow's Media, LLC, including but not limited to illness, accident, labor disputes, pandemics, acts of God and other catastrophes, or uncontrollable and unforeseeable equipment failure, ToMorrow's Media, LLC liability is limited only to a refund of all monies received.

*I/we have read and agreed to all terms and conditions in this agreement.*

Client Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

and/or (second signature not required)

Client Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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