

Miller Multimedia Group

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Production Agreement

Client

Name _____

Phone H _____ W _____ C _____ e-mail _____

Address _____

Future Address _____

Event Date _____ Time _____ Type of Event _____

Event Location(s) _____

Services: Video Coverage _____

\$ _____ For _____

\$ _____ For _____

\$ _____ For _____ Additional DVD-R's or _____ VHS tapes

\$ _____ Sub Total

\$ _____ Maryland Sales Tax of 5% All productions are subject to 5% Maryland sales tax.

\$ _____ **Total**

\$ 500.00 Retainer (non-refundable reservation fee)

\$ _____ Balance due two weeks prior to event.

Credit Card Visa or MasterCard

\$ _____ Amount NOTE: The retainer/reservation fee is NOT refundable even if you charge it. I will charge your Balance Due plus any approved overtime, two weeks before event, unless I'm notified otherwise.

Card Number _____ - _____ - _____ - _____

Name on Card _____ Expiration Date _____ Signature _____

Agreement continues on the other side of this page. By signing this, you agree to the terms on the back.

CLIENT _____ DATE _____

STUDIO _____ DATE _____

Please sign this agreement and return it to me with the retainer. I will sign it and send you a copy and confirmation.

Agreement

THE STUDIO Refers to Miller Multimedia Group, its lessees, contractors or sub-contractors, employees, agents or servants. Please read both pages, because the terms on each page are part of this contract. If any portion of this agreement should be determined to be invalid, or unenforceable for any reason, it is agreed that the invalidity of such portion shall not affect the validity of the remaining portions of this agreement. By signing, Client certifies that they have read and agree with both sides of this contract and agree to the terms, limitations and conditions within.

AGREEMENT: A firm and binding agreement exists between Studio and Client only after agreement has been properly executed and all fees paid at least two (2) weeks prior to the event. A retainer must be paid at the time of booking with the balance due and payable two weeks prior to the event date. This initial retainer is made to secure the exact date for the Studio services. It is the Client's guarantee that the Studio will not book someone else in Client's time slot. The retainer is non-refundable. Should Client not pay the balance due two weeks prior to Client's event date, Client's retainer will be forfeited and the Studio will be under no further obligation to Client. If the event date is changed to a new date within one year and the Studio is available on the new date, the Studio will shoot on the new date and apply the retainer to the new date minus a \$500.00 rescheduling fee. A new contract must be written for the new date and all payments including balance paid at that time. No refunds will be made if wedding is postponed or canceled a second time. If the Studio is not available or if the event is canceled, the Studio will refund Client's money less the non-refundable retainer and the Client must notify Studio immediately in writing. This agreement supersedes and replaces any previous document, correspondence, conversation or other written and/or oral understanding. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration and judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties waive trial by jury, to the extent permitted by law, and expressly agree to mediation in any action or proceedings brought by either party against the other, or any matter connected with this agreement.

DISPLAY RIGHTS: It is understood that the Studio reserves all rights to exclusive use of the videotape, reproduction and display, and you are acting as agents for all guests and grant the Studio rights for display use of videotapes produced under this agreement. All work produced under Studio is copyrighted and fully protected by Federal Copyright Law. The client is granted a license to use the videotape only for private home uses. Any other permission for the client to use the videotape and/or its images must be granted in writing by the studio. Client agrees to provide general notice to all guests and service providers that the event will be videotaped. With this notice, and by virtue of their attendance, all guests and service providers acknowledge and give permission for the use of their images, voices and likenesses by the studio.

PRODUCTION & EDITORIAL CONTROL: The Studio is the exclusive official videographer retained by Client to cover event. Studio is granted full production and editorial control by Client regarding all aspects of the production and post-production services for this event. If Client contracts with another person or entity to videotape any portion of the event, the Studio has cause to discontinue coverage and no monies will be refunded; or the Client will be charged an additional \$300 per hour for each videographer present not associated with Studio. In the case a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master tape, it is at the sole discretion of the Studio and producer of the video recording. If something occurred at the wedding that Client does not want to appear on the videotape, Client must instruct Studio before editing begins. Any editing changes must be made within one week of delivery of videotapes. After one week from delivery, Studio is not liable for any requested changes. Editing errors made by Studio are corrected at no charge (i.e spelling, technical errors). Changes that are not the result of errors by the studio will be made at the current rate per hour for editing labor and duplication fees. Allow an additional 10-12 weeks for reedits. The Studio reserves the exclusive right to edit all videotape. Client is granted only a license to use production for private nonprofit uses, unless other permission is granted in writing by the Studio. Original tapes are not available to Client and are owned by the Studio and maintained for one year.

RIGHTS: Client warrants that they have the legal rights to anything the Studio will videotape including photos, audio, music and any other elements used in Client's videotape. Client agrees to indemnify and hold the Studio harmless for any loss, damage, or liability for infringement of any rights arising from the use of tapes. Client assumes all responsibility for obtaining any necessary permission, clearance permits, access to, hook up fees and admission which may be required to videotape event. The video is for private home use only, and the Client assumes full responsibility and liability for any public performance or display of the video.

LIABILITY AND GUARANTEES: The Studio takes the utmost care in producing Client's videotape. In the unlikely event that a problem arises and the Studio is unable to provide any videotape, all monies paid will be refunded. The Studio liability is limited to refund of money paid. The Studio is not responsible for loss of video or audio quality due to restrictions at event locations. The Studio does not guarantee any particular shot, effect, interview or special request. If H. Walter Miller has personally committed to being the primary event videographer and in the very unlikely event that an emergency arises (extreme sickness for example) and is unable to perform the services, the Client will be notified immediately and all money paid will be refunded to the Client. If this were to occur, every effort possible will be made by the Studio to recommend and secure another quality videographer for the Client. This is the extent of the Studios liability. Studio has full business liability and workers compensation insurance. Your Primary videographer is H. Walter Miller.

DVD-R's: The disc you receive is 100% DVD-R compliant and needs to be played on DVD-R compliant players only. There is no guarantee that your DVD-R will play in your DVD player.

FOOD: If video coverage is greater than 5 hours, Client will provide a vendor's meal to the videographers when guests are served.

WORKING CONDITIONS: Client must provide a safe working environment and is responsible for any damage to equipment done by guests. Shelter must be provided from rain, extreme temperatures and humidity, in these conditions video may be limited.

OVERTIME AND OTHER CHARGES: Overtime will be billed in 1/2 hour increments at the current rate of \$100.00 per half hour, until such time as the Client has departed, informs Studio to discontinue, or prearranges to end coverage.

PARKING FEES: Parking fees (valet or self parking), for each videographers car will be charged to the Client.

PRODUCTION MATERIAL: Including: Invitation, Program, Music, Directions and Planning Guide are due two weeks before event date. Production material delivered to Studio after event will not be included in video production.

DELIVERY OF VIDEO/DVD-R Will be approximately five months after event and all pre-production material is received by Studio. The completion time is only an approximate length of time and any longer periods necessary for completion will not void this contract. The Studio cannot accept responsibility for material lost or damaged in transit.