



Le' Andre Bell  
President | Production Dir  
LNR PRODUCTION STUDIO  
11336 Camarillo St. #305  
No. Hollywood CA 91602

Office: (888) 246-4403  
Appt: (818) 691-2496  
info@Lnrproductionstudio.com  
www.Lnrproductionstudio.com

EVENT DATE: \_\_\_\_\_

## Wedding Videographer/Photography Agreement

Print TWO copies; fill in the following information, **read and initial pages 1, 3-5, sign page 2 and 6**, and return. Both bride and groom must sign. The photographer is not responsible for mistakes due to missing or incorrect information.

**(Third-Party) Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ phone number: \_\_\_\_\_ cell: \_\_\_\_\_

**Contact's name:** \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ phone number: \_\_\_\_\_ cell: \_\_\_\_\_

**Event -1:** time and date: \_\_\_\_\_

Name of venue: \_\_\_\_\_

Address: \_\_\_\_\_

**Event -2:** time and date: \_\_\_\_\_

Name of venue: \_\_\_\_\_

Address: \_\_\_\_\_

**VIDEOGRAPHIC/PHOTOGRAPHIC WORK-FOR-HIRE AGREEMENT**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the undersigned VIDEOGRAPHER/**PHOTOGRAPHER** and the undersigned CLIENT.

The undersigned parties hereby agree that all rights, copyrights, titles and interest in any video/ photographs taken by video/photographer, on behalf of Client belong solely and exclusively to the Owner free from any claims whatsoever by the Video/Photographer.

The enticement and consideration for this Agreement is the promise by the Client to pay the Video/Photographer the amount of \$ \_\_\_\_\_ and including non-refundable deposit of (25% ) \$ \_\_\_\_\_.

\$ \_\_\_\_\_ This is a one-time compensation for Video/Photographer's services (sometimes known as a work-for-hire) and Video/Photographer understands that this will comprise Video/Photographer's complete and sole payment.

Hours of continuous day coverage: up to \_\_\_\_\_ hours (Additional Fee \$50 hourly)

High-definition resolution photo/video footage on DVD: Y or N USB: Y or N

DVD (4 GB): \$15 | Custom Print DVD: \$20 | 16 GB USB: \$20 | Custom Wood Print USB: (8 GB) \$40 / (16 GB) \$50

Order # \_\_\_\_\_ / \_\_\_\_\_

Custom Photo slideshow (\$30): Y or N \$ \_\_\_\_\_

High-resolution photo files: Y or N

Pkg. Details:

\_\_\_\_\_  
\_\_\_\_\_

Package total: \$ \_\_\_\_\_

Album/print: \$ \_\_\_\_\_

Taxable coverage price (package total minus print credit) \$ \_\_\_\_\_

**IN WITNESS WHEREOF** we have entered into this written contract as of the date above written.

\_\_\_\_\_  
Video/PHOTOGRAPHER

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
Date

**AGREEMENT/JURISDICTION:** The following constitutes a rider to the attached contract and shall be deemed incorporated within the agreement. In the event of any conflict between the provisions of this rider and the agreement, the provisions of the rider shall prevail. Agreement/Jurisdiction: The person(s) whose signature(s) appear on this contract, known as "Client", agree that LNR Production Studio, known as "Video/Photographer", shall provide services to Video/photograph their wedding and related events to the best of her abilities, in the manner described in this document. This is a binding contract which incorporates the entire understanding of the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement. The laws of the State of California shall govern this contract, and any resulting arbitration shall take place within Los Angeles County, California. Client assumes responsibility for all collection costs and legal fees incurred by Photographer should enforcement of this contract become necessary. In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

## **I. PAYMENT**

It is recognized that the production of videos is a labor intensive industry and accordingly prompt payment for services rendered is of the essence. Title of ownership to the rights and proceeds of the production company's services shall not transfer until full payment is made. Client shall reserve the time and date of services by signing and returning this contract along with a non-refundable, non-transferable reservation retainer equal to 25% of the total photography fee. No date is reserved until the contract and retainer are received. The balance due for the video/photography services must be paid in full no less than 30 days before the event date. In the event Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event. Returned checks will be assessed a \$50 non-sufficient funds fee, and all future purchases/payments must be paid by Cashier's Check. Unless the contract is canceled, the retainer fee shall be applied to the photography fee total.

**A. PRICING:** Services or merchandise not included in this initial contract will be sold at current price when an order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from Video/Photographer. All print/album & burn/DVD credits and sessions must be used within 6 months of web gallery posting or video/photographer may substitute a product of reasonable value to fulfill any outstanding credit balance.

**B. VIDEO/PUBLISHING AND IMAGE PROCESSING/PRINTING:** Unless agreed upon prior to any editing work, high definition disc and/or raw footage and high-resolution discs and/or proof sets may contain a mixture of color, black and white, and selective color images. An alternately colored version of a video/photo may be purchased at the current rate. Limited color correction and/or retouching are included at Video/Photographer's discretion. Client may request further changes for an additional charge. Video/Photographer is not responsible for any DVD/prints that are not ordered directly from his/her. For best results, clients with the high definition footage/ high-resolution files should order their prints through a reputable lab.

## **II. CANCELLATION AND POSTPONEMENT**

If for any reason Client cancels this contract before the wedding date; Video/Photographer will keep the retainer. Cancellation must be made in writing, signed by the contracted party, and sent via Certified Mail by the United States Post Office. If Client fails to supply written cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Client shall be required to pay the full balance due.

**A. RESCHEDULE:** In the event that Client reschedules the wedding and Video/Photographer is able to rebook the original wedding date, Client will receive credit for all monies already paid. A new contract may be required. The new package price will reflect pricing in effect when the date change occurs. In the event

that Client reschedules the wedding and Video/Photographer is not able to rebook the original wedding date, Client forfeits the retainer but will receive a credit for all other monies paid. Credit may be applied to wedding coverage within six months of original date provided Video/Photographer is available.

### **III. CONTINGENCY and WEATHER DAYS**

1) A "Contingency Day" shall be defined as any day when a scheduled film or tape shooting is prevented from occurring due to circumstances beyond, beyond the control of the production company. These circumstances may include, but are not limited to:

- A) Weather Conditions: (rain, fog, sleet, icy roads, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the contracting client)
- B) Injury, Illness, or Absence of Client Supplied Elements: (i.e. key talent, music tracks, etc...)
- C) Force Majeure: (Earthquake, Riot, Fire, Flood, Volcanic eruption, Acts of War, Labor Dispute, etc...)
- D) Contracting Client Insured Re-shoots: Any additional day for a job insured by the contracting client who is therefore authorizing expenditure.

### **IV. OVERAGES**

If the Production Company shall be required to make expenditures in connection with the production of the VIDEO/Photographs which exceed the Approved Budget ("Overages") than the Production Company shall obtain the Contracting Client's prior written approval. The Production Company represents and warrants that it will use its good faith efforts to avoid incurring any Overages. If the client approves any Overages, such overages shall be subject to a production fee plus an insurance charge at the same percentages as in the approved budget. The Client shall advance to the Production Company the funds sufficient to cover such Overages within (5) business days from the Client's approval of such overages.

### **V. LIABILITY**

If Video/Photographer or her agent is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, or technical problems, and if she cannot provide another competent professional, all money received by Video/Photographer, minus expenses, will be returned to Client, and Video/Photographer shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of video/photographs or failure to deliver photographs for any reason. Liability for a partial loss of video/photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by Client under this Agreement during the time preceding the date on which such liability arises.

**A. VIDEO/PHOTO DISCS:** Upon receipt of a Video/photo DVD, USB, or Email, Client accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Video/Photographer is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Client's responsibility to make sure that digital files are copied to new media as required.

### **VI. SHOW REELS**

**A. MODEL RELEASE:** This contract serves as a model release giving the Video/Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Video/Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of LNR PRODUCTION STUDIO. Client waives any right to inspect or approve the Video/photograph(s), finished version(s) incorporating the Video/photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Client, their legal representatives, heirs, and assigns.

**B. COPYRIGHT:** All Video/photographs taken by LNR Production Studio are his/her property, will remain his/her property and are protected by United States Copyright Laws (USC Title 17). Client hereby waives any claims for ownership, income, editorial control and use of the footage/images. Violators of this federal law will be subject to its civil and criminal penalties.

**C. REPRODUCTION:** Client agrees to purchase prints directly from Video/Photographer in possession of high resolution digital files/ high definition video files. Client agrees not to scan, copy or reproduce images in any manner without written permission. Should Video/Photographer become aware of reproduction without permission, Client will remit a usage fee of \$300 per image, per usage to Video/Photographer. If high resolution digital files/ high definition video files are purchased, a written release will be supplied with those files. The release grants Client the right to reproduce the images/video footage provided for their personal use only and does not allow the Video/photos to be altered, sold or published. Client further agrees not to supply video/images to any third parties (including vendors associated with the wedding, album designers, or post-production).

## **VII. CURE**

The production Company has the opportunity to cure any default or breach of this entire agreement within Thirty (30) business days from written notice by client of such default or breach.

**A. RESPONSIBILITIES:** Unless agreed upon in advance, LNR Production Studio shall be the exclusive video/photographer retained for the event. Video/Photographer may bring one assistant at his/her discretion. Videographers and other vendors as well as semiprofessional photographers must not obstruct or interfere with the official video/photography and are not allowed to take any video footage/still photos during formal sessions. Wedding guests may take video/photos, but it is the responsibility of Client to prevent family and friends from interfering with Video/Photographer's duties. Video/Photographer is not responsible for compromised coverage due to causes beyond his/her control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Video/Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the video/photography coverage. Client agrees to confirm the schedule one-week prior to the event and to send the Video/Photographer a copy of the invitation prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

**B. HARASSMENT:** Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Video/ Photographer or his/her employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offense: a verbal warning will be issued to a family member of the client; second offense: the offending person will be required to leave the wedding or event; third offense: Video/ Photographer will end wedding coverage immediately and leave the event, Video/Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Video/Photographer harmless as a result of incomplete wedding or event video/photography coverage.

**C. COVERAGE:** Video/Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional travel or coverage hours may be added by agreement on the wedding day and must be paid in full before any video/photos or products are released to the Client. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied will be used for organizational purposes only. Footage/Images determined by the video/photographer to be substandard or duplicated may be edited out. The Video/Photographer will use his/her professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available to Client.

**VIII. ARBITRATION**

It is agreed that any dispute between contracting parties shall be resolved by expedited Arbitration pursuant to the commercial rules of the American Arbitration Association.

Taxable Coverage Price \$ \_\_\_\_\_

Travel \$ \_\_\_\_\_

Other Charges \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

Sales Tax (7.50%) \$ \_\_\_\_\_

Print Credit \$ \_\_\_\_\_

Grand Total Due \$ \_\_\_\_\_

Less Retainer (25% of total) \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_



Notes: \_\_\_\_\_

I have read, understand and agree to the terms and conditions of this Agreement. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Video/Photographer: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_