



## **CONTRACT FOR VIDEOGRAPHY SERVICES**

This Videography Contract (the "Contract") is made effective as of \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ ("The Customer(s)", and Surveyor Creative ("Surveyor"), of 1802 W. 21<sup>st</sup> Terr., Lawrence, Kansas 66046.

**DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_ (the "Wedding Day"), Surveyor will provide to the Customer the following videography services (collectively, the "Services"): Surveyor Creative will film all day in various locations surrounding the marriage of The Customer(s) ("The Wedding"). Two videographer(s) will be provided on Wedding Day. The final product will consist of (1) uncut footage of the wedding ceremony, (2) uncut footage of all speeches or toasts given during Wedding Day, and (3) a three-to-six-minute creative video centered around The Wedding ("The Highlight Video") (Collectively, "The Work Product"). Within 90 days after The Wedding, the customer will receive a flash drive or downloadable folder containing The Work Product.

**PERFORMANCE OF SERVICES.** (1) Surveyor will provide adequate coverage for the Customer's event and will produce the highest quality digital video possible. (2) Surveyor will deliver The Work Product within 90 days of Wedding Day. (3) Surveyor will capture and master the video in digital format, complete with state of the art video editing capability. (4) Surveyor will have the videos outputted in digital format.

**PAYMENT.** The Customer agrees to pay Surveyor a sum of \$2500 in consideration of the videography services to be rendered by Surveyor. In addition to this sum, the Customer agrees to pay Surveyor the sum of all travel and lodging expenses acquired during the shooting process and the sum of all taxes according to the law of the state of Kansas. Travel expenses will be billed at the rate of \$0.25 per mile driven to, from, or during The Wedding. Lodging expenses only apply if the contractors are required to spend the night at the location of The Wedding. Unless provided for, the Customer must pay for the cost of food expense acquired during Wedding Day. These expenses will be billed to the Customer upon the completion and delivery of The Work Product and satisfaction of the Customer. In consideration for these fees, Surveyor will devote all day to film The Wedding or occasion of the Customer. Should the Customer request Surveyor to create a compilation or other material from the footage captured on Wedding Day, the fees for this service will be provided to the Customer at that time by Surveyor (i.e. a longer creative video, a shorter creative video, the acquisition of raw footage, or other product).

**DEPOSIT.** At the time of signing the Contract, the Customer shall pay a non-refundable deposit of \$1000 to Surveyor for the Services. The deposit will be subtracted from the total payment owed by the Customer upon completion of the Services. Acceptable payments include: Cash in person, check payable to Surveyor Creative (by mail or in person), money transfer via Venmo, or money transfer via Paypal.

**TERM.** Surveyor and the Customer agree that this Contract shall commence on the Effective Date and terminate 90 days after the Effective Date. Surveyor shall provide the Customer with the Work Product within 90 days. The Contract may be extended and/or renewed by agreement of all parties in writing.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, products, or other information developed in whole or in part by Surveyor in connection with the Services, including the Work Product, will be the exclusive property of Surveyor. The Highlight Video will be uploaded to Surveyor's Vimeo page within 90 days of Wedding Day. A downloadable version of the video ("The Customer's Highlight Video") will also be provided to the Customer. However, The Customer's Highlight video or any other part of the Work Product may not be uploaded to the internet or shared on the internet without the written or oral consent of Surveyor.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Surveyor is an independent contractor with respect to the Customer, and not an employee of the Customer.

**COURTESY.** The videography schedule and selected methodology are designed to accomplish the goals and wishes of the Customer. The Customer and Surveyor agree that positive cooperation and punctuality are therefore essential.

**MUTUAL INDEMNIFICATION.** Surveyor agrees to indemnify and hold harmless the Customer from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of Surveyor, Surveyor's members, if any, and Surveyor's agents. The Customer agrees to indemnify and hold harmless Surveyor from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Surveyor that result from acts or omissions of the Customer, its members, if any, and its agents.

**WARRANTY.** Surveyor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Surveyor's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Surveyor on similar projects, or similar to previous work output from Surveyor.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The insolvency or bankruptcy of either party.
- b. The failure to make a required payment when due.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract, unless otherwise agreed upon by other manners of communication.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, sudden illness, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased, including, but not limited to, the hiring of another Surveyor Creative videographer by recommendation of the Owner. If such efforts do not yield the appearance or performance of Surveyor on the effective date, the deposit (amount states above) may be refunded.

**CONTRACT.** This Contract does not contain the entire Contract of the parties. This Contract supersedes any prior written or oral agreements between the parties, including, but not limited to, emails, text messages, and phone calls. However, there may be other subsequent promises or conditions, whether oral or written concerning the subject matter of this Contract. Valid agreements between parties may be made informally aside from this Contract. Agreements are only valid if confirmed and agreed upon by both parties.

**SIGNATORIES.** This Agreement shall be signed on behalf of the Customer by \_\_\_\_\_ and on behalf of Surveyor by Cameron Philgreen, Owner, and shall be effective as of the date first written above.

X \_\_\_\_\_  
\_\_\_\_\_  
THE CUSTOMER

\_\_\_\_\_  
DATE

X \_\_\_\_\_  
CAMERON PHILGREEN  
OWNER  
SURVEYOR CREATIVE

\_\_\_\_\_  
DATE