

# **Shawn Maxwell Cinema**

## **Photography and Videography Services Agreement**

This Videography Services Agreement is made on this \_\_\_\_\_ (“Effective Date”), by and between: ***Shawn Maxwell Cinema***, a Company with a principal place of business at: 546 Emery Highway Macon GA 31211 USA (hereinafter the “Contractor”) and the undersigned client(s): \_\_\_\_\_ (hereinafter the “Client”).

The Client hereby engages the Contractor, and the Contractor hereby agrees to perform Videography Services for the Client, in relation to the following Event as specified in the **Event Order Form** attached hereto and made a part of this Agreement. For good and valuable consideration, the Contractor and the Client (collectively the “Parties”) agree as follows:

### **1. Contractor Services**

The Contractor hereby agrees to provide all necessary Videography and Video Equipment, along with all personnel required for its operation, in order to perform the following Services, during and after Event (collectively “Production Services”):

- a)
- b)
- c)

The Contractor warrants that the equipment’s to be provided are in good working order. The Contractor shall submit to the Client all Physical and Electronic Media (collectively “Media”) resulting from the Event, within sixty (60) days after the conclusion of the Event.

### **2. Payments and Deposit**

The Total Amount for the Services rendered and Deposit Amount, and Balance Amount to be paid are as specified in the Event Order Form attached hereto. The Client shall pay to the Contractor the Deposit Amount upon execution of this Agreement as a non-refundable deposit to hold the Event Date and as an initial payment for the Contractor’s Services. At the Completion of the Event Date as specified in the Event Order Form, the Client shall pay to the Contractor the remaining balance payment.

### **3. Quality**

It is the essence of this Agreement that all Production Services supplied by the Contractor shall be of applicable production standards. The Contractor agrees that the resulting Media shall be of high quality, artistically produced with direction, photography, synchronization, and other applicable physical and aesthetic content.

### **4. Ownership**

Except as otherwise provided herein, the Client owns all rights, title and interest in and to the Media(s) which are the subject of this Agreement, including all copyrights therein as well as in and to all the exposed negatives, positives, out-takes and videos.

## **5. Exclusivity**

The Client hereby agrees that the Contractor shall be the only Production Services provider retained by the Client for the Event specified in the Event Order Form. Family and friends of the Client shall be permitted to Videotape/photograph the Event, provided that such person or persons do not interfere with the Contractor's Services.

## **6. Default or Cancellation**

a) In the event of default or a cancelled Event on the part of the Client prior to fourteen (14) days from the date of the Event, the Contractor shall retain all deposits paid.

b) In the event of cancellation between five (5) and fourteen (14) days from the Date of the Event, the Contractor shall be paid 50% of the remaining balance.

c) In the event of cancellation fewer than five (5) days prior to the event, the Contractor will be paid the entire agreed upon amount.

An Event may be rescheduled provided that a complete contractual agreement is reached before the original date of the rescheduled Event. While all moneys previously paid will be applied to the rescheduled date, an additional rescheduling fee of 20% of the original contracted amount will be assessed. An Event may be rescheduled only once before the Client is considered to be in default.

Financial loss arising from the Event shall be the sole responsibility of the Client. The Compensation terms as set by this Agreement shall remain in effect except in the case of negligence on the part of the Contractor.

## **7. Weather**

This Agreement is for services rendered, rain or shine. The Contractor or the Client have the right to interrupt the performance of the Contractor's duties hereunder in the event of adverse weather or any other conditions which the Contractor or the Client reasonably regard as hazardous to any person or persons or that which would damage the Contractor's Equipment. Any such interruption, postponement or cancellation of services shall not affect the Contractor's compensation specified herein.

## **8. Independent Contractor Status**

The Contractor is acting as an independent Contractor in the performance of its duties herein. The Client is not responsible for any workman's compensation insurance of any kind for the Contractors or Contractor's employees or personnel.

All expenses pertaining to the Contractor's employees and personnel, including but not limited to taxes, insurance, union or guild dues are the sole responsibility of the Contractor.

#### **9. Reserves**

The Contractor reserves the right to use samples of any videos or photographs shot during the Event for the Contractor's promotional materials.

#### **10. Venue Fees**

All charges by facilities such as but not limited to Venue fees are at the full expense of the Client. It is the Client's responsibility to notify the Contractor of any additional fees that might be incurred as a result of the Contractor's activities.

#### **11. Indemnification**

The Client agrees to indemnify, defend, and hold harmless the Contractor and its officers, employees, personnel, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation of the Client in this Agreement.

#### **12. Mediation**

All parties involved in this contract hereby agree that any disputes arising from this contract related to a private alternative dispute resolution company of the claimant's choosing for resolution via mediation. The parties the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

#### **13. Severability**

If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

#### **14. Force Majeure**

The Agreement by the Contractor to perform under this Agreement is subject to Force Majeure, which includes but not limited to riots, strikes, acts of God, accidents or any other legitimate conditions beyond the control of the Contractor. If for any reason, the Contractor is unable to perform Services as herein specified due to conditions beyond the Contractor's control, the Contractor shall refund all amounts paid by the Client and no further amount shall be due from the Client to the Contractor

In the event of any unanticipated Contractor illnesses, the Contractor shall make reasonable efforts to find a professional substitute to perform services under this Agreement. If another

Contractor cannot be assigned in time for the Event, the Contractor shall promptly return to the Client all fees previously paid by the Client, and shall then have no further liability with respect to this Agreement.

**15. Governing Law**

This Agreement shall be interpreted and governed in accordance with the Laws of the State of Georgia.

**16. Complete Agreement**

This Agreement and the Event Order Form attached hereto, is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral. Any amendment or modification to this Agreement must be made in writing.

**IN THE WITNESS WHEREOF**, the parties hereto have affixed their signatures as on the date specified above:

**The Client Representative**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

**The Contractor Representative:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Client(s) Name: \_\_\_\_\_

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

\_\_\_\_\_

Email: \_\_\_\_\_

Telephone

Number: \_\_\_\_\_

### Event Details

Event

Name: \_\_\_ Wedding \_\_\_\_\_

Event Location (exact address): \_\_\_ First Press Church and Blacksmith  
Shop \_\_\_\_\_

\_\_\_\_\_

Event Date: \_\_\_\_\_ Start Time: \_ \_\_\_\_\_ End Time: \_ \_\_\_\_\_

Event Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Number of People in Attendance: \_\_\_\_\_

Specific Request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Information: \_\_\_\_\_

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**Payment Information:**

Total Payment Amount \$ \_\_\_\_\_  
(For the Entire Event Production Services)

Deposit Amount \$ \_\_\_\_\_ ( via cash app) \$maxwellcinema \_\_\_\_\_  
(To be paid at the Date of signing of this Agreement)

Balance Amount \$ \_\_\_\_\_  
(To be paid before the Event starts )

I hereby certify this information to be correct and agree to pay all Deposit and/or Fees at the specified times:

Client(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_