

#### Jose Virella 321.947.2595

Ocoee, FL 34761

Videography Date: \_\_\_\_\_06/04/2022\_\_\_\_\_\_

Time videography Starts: \_1:30 PM\_\_\_X\_\_5:30 PM\_\_\_\_\_

This agreement is between Samson videography L.L.C., operating in the State of Florida, and the signers of videographer contract, here in after referred to as the Clients with the video session detailed below:

The package list and price list and/or document's stapled to this contract are integral parts of this document. The contract terms, agreement, and price list are the only legally binding documents between the parties referred to as Clients.

### **Contracting Parties:**

Name\_\_\_\_\_

Address\_\_\_\_\_

Phone		

### AGREEMENT OVERVIEW:

This agreement contains the entire understanding between Samson videography L.L.C. and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

### **Coverage:**

Coverage will begin at \_1:30 PM \_\_X\_5:30 PM\_\_\_\_, and continue for the number of hours purchased, contiguously.

### CHANGE OF DATE OR VENUE

Samson videography L.L.C. must be notified immediately of any changes in schedule or location, at least one week prior to the scheduled date of event. Notification of any changes can be made by phone along with written notice sent via email for documentation. If an email is sent, a confirmation of receipt must be sent back by Samson Videography L.L.C. in writing or via email. It is the client's responsibility to confirm all arrangements at least 7-10 days prior to the event. In the event of change of address or contact information (time, etc.) as listed, you must notify Samson videography L.L.C. .

# RETAINER

A retainer fee of\_\_\_\_\_\$100\_\_\_\_\_

This is a NON-REFUNDABLE RETAINER. In the event of cancellation, the retainer paid is non-refundable. The CLIENT shall liquidate it for damages to Samson Videography L.L.C. in the event of a cancellation, or breach of contract. No date is reserved until a retainer is received. The retainer shall be applied towards the total cost of the service to be rendered. The balance of the complete package price must be paid before or on the day of event. If final payment is not received, Samson Videography L.L.C. will not be expected to attend said event.

## CANCELLATION

There shall be NO refund of retainer from the signing of agreement due to the reservation of the video date. If the event is cancelled within two weeks of the date, the client shall pay the balance of the contract due to the high probability that Samson Videography L.L.C. will not be able to further book that date. Once a balance is paid, it is NON-REFUNDABLE. Any other arrangements shall be discussed between the client and Samson Videography L.L.C. . All arrangements will be put in writing. Cancellation must be in writing even if a phone call was made to Samson Videography L.L.C. of the cancellation.

### FAILURE TO PERFORM

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Due to the limited and subjective nature of the event, Samson Videography L.L.C. can not be held responsible for requested videos shoots not taken or missed, lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the church or location restrictions. The videographer is not responsible for lost of video opportunities due to other cameras or flashes, the lateness of the clients or other principles. The videographer is not responsible for the lack of coverage due to weather conditions, scheduling complications due to lateness of individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to Samson Videography L.L.C. will be used for organizational purposes only and in no way represents videos that will actually be produced. Samson Videography L.L.C. will do its best to fulfill all requests but can make no guarantees. Samson Videography L.L.C. recommends that CLIENT point out important individuals for informal to the videographer during the wedding or event. The videographer will not be held accountable for not recording desired people if there is no one to assist in identifying people or gathering people for the video shoot. Samson Videography L.L.C. is not responsible if key individuals fail to appear or cooperate during video shoot sessions or for missed footage due to details not revealed to Samson Videography L.L.C.

# COPYRIGHT

Title (possession) of and copyright to all products shall remain with Samson Videography L.L.C. until client has paid in full. Videos are copyrighted. The video created by Samson Videography L.L.C. and/or subcontractor(s) remain the property of Samson Videography L.L.C. . It is illegal to copy, scan, reproduce, or post online in forums elsewhere without the written permission of Samson Videography L.L.C.. Violators of this federal law will be subject to its civil and criminal penalties.

## **EXPENSES**

Travel expenses such as parking, shipping, or destination fees must be reimbursed to Samson Videography L.L.C. and will be added to the balance due after the event. Travel fees (pre determined)(will be on initial payment total) Clients are responsible for all location fees and permits. (None Applicable)

Samson Videography L.L.C. cannot be held responsible for damage to Garments during environmental events. Client is responsible to arrange personal assistance for garments.

### **CREATIVE LICENSE**

Videos are edited at the videographer discretion, The videographer reserves the creative right to edit and release only those footage deemed creditable as professional in quality and within the videographer's artistic standards. Client will have three opportunity to re video to be modified in post production.

## FORCE MAJEURE

If Samson Videography L.L.C. or its assigns, cannot perform this agreement due to a fire, casualty, strike or other civil disturbances, Acts of God, including but not limited to, fire, terrorism or other causes beyond the control of the parties, then Samson Videography L.L.C. shall return any moneys paid by the client, less retainer fee and expenses, but shall have no further liability with respect to the agreement. This limitation of liability shall also apply in the event that videographer's materials are damaged, lost through camera malfunction, compact flash card malfunction, or otherwise lost or damaged without the fault on the part of Samson Videography L.L.C.. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

### **RETURNED CHECKS**

Returned checks are subject to a \$50.00 returned check fee. Client assumes responsibility for any and all collection costs and legal fees incurred by Samson Videography L.L.C. in the event of enforcement of this contract becomes necessary. All legal action shall be taken.

#### Samson Videography L.L.C. Payment

\*\*\*Please make all checks, money orders or cashier's checks payable to Samson Videography L.L.C. . Cash App or Venmo payment can be sent to \$Samsonvideography or @samsonvideography\*\*\* Apple pay can be used with this number 321-947-2595.

**Package:** Product videos includes ALL of the best footage edited on an online download-able site.

Pricing: \$775 Bronze package + still camera + 45 min video + 11.5 minute video

**Retainer: \$100.00** 

Final Total Package Balance Due: \$675.00

Remaining Balance:

This is a contract for personal videography services to be provided by Samson Videography L.L.C. and/or individuals subcontracted to do work for Samson Videography L.L.C.. You agree to the above and below terms and conditions.

The undersigned hereby acknowledge that they have received, read, and understand Samson Videography L.L.C. current price list.

INITIALS: \_\_\_\_\_

Permission is herby granted to Samson Videography L.L.C. to use any footage created under this contract for professional samples, displays, Internet website pages, advertising, exhibitions, contests, and any other purposes.

INITIALS: \_\_\_\_\_

Samson Videography L.L.C. guarantees to return video to client within 1-4 weeks starting at date shoot are taken \_\_\_\_05/04/2022\_\_\_\_\_. video may be returned as early as 1 day but videographer(s) must supply client with final product at the latest time of 2 weeks. ALL videos will be deleted from Samson Videography L.L.C. hard drive 60 days after date.

INITIALS:\_\_\_\_\_

The client understands the videos given on USB DRIVE can be used for profit, contests or advertising as long as any and all posted or printed images on the web or paper acknowledge the footage were taken by Samson Videography L.L.C.. This excludes footage uploaded specifically to Amazon or other platforms that prohibit credit.

INITIALS: \_\_\_\_\_

I hereby agree to the terms of this agreement by signing. (If video graph under 18 parent or guardian signature required.)

Sign\_\_\_\_\_ Date \_\_\_\_\_ Print \_\_\_\_\_

Representative of Samson Videography L.L.C. Sign:\_\_\_\_\_

Print: \_\_Jose Virella\_\_\_\_\_ Date \_\_04/27/2022\_\_\_\_\_