

VIDEO PRODUCTION AGREEMENT

MICHAEL R. SIMONS
VIDEO PRODUCER

michaelsimons
PRODUCTIONS, LLC

| |
|---------------|
| DATE OF EVENT |
|---------------|

| | |
|-------------|--------------|
| CLIENT NAME | CLIENT EMAIL |
|-------------|--------------|

| | | | |
|--------------------|------------|--------------------|------------|
| BRIDE1/GROOM1 NAME | | BRIDE2/GROOM2 NAME | |
| STREET | | STREET | |
| CITY, STATE, ZIP | | CITY, STATE, ZIP | |
| HOME PHONE | WORK PHONE | HOME PHONE | WORK PHONE |

| | | | | |
|------------------------------------|-------|------|--------------|--------------|
| VIDEOGRAPHER REPORT TO LOCATION #1 | PHONE | TIME | A.M. TO P.M. | A.M. TO P.M. |
|------------------------------------|-------|------|--------------|--------------|

ADDRESS

| | | | | |
|-------------|-------|------|--------------|--------------|
| LOCATION #2 | PHONE | TIME | A.M. TO P.M. | A.M. TO P.M. |
|-------------|-------|------|--------------|--------------|

ADDRESS

| | | | | |
|-------------|-------|------|--------------|--------------|
| LOCATION #3 | PHONE | TIME | A.M. TO P.M. | A.M. TO P.M. |
|-------------|-------|------|--------------|--------------|

ADDRESS

| | | | | |
|-------------|-------|------|--------------|--------------|
| LOCATION #4 | PHONE | TIME | A.M. TO P.M. | A.M. TO P.M. |
|-------------|-------|------|--------------|--------------|

ADDRESS

| | | | | |
|-------------------------|----------------------------|------------------------|------------------------|----------------|
| LOFT OR BALCONY ACCESS? | NUMBER OF GUESTS ATTENDING | VIDEO LIGHTS PERMITTED | WIRELESS MIC PERMITTED | PACKAGE CHOICE |
|-------------------------|----------------------------|------------------------|------------------------|----------------|

STUDIO SERVICES TO INCLUDE

| | |
|-------|----------------------------------|
| VIDEO | |
| | 1. |
| | 2. |
| | 3. |
| | 4. |
| | 5. |
| | 6. |
| \$ | 7. TOTAL |
| \$ | TOTAL CHARGES FOR VIDEO SERVICES |
| \$ | TAX |
| \$ | TOTAL DUE |

IF THERE ARE ANY CHANGES IN THE SCHEDULE. NOTIFY US IMMEDIATELY. WE SUGGEST YOU CALL THE STUDIO ONE WEEK BEFORE THE EVENT TO CONFIRM ALL ARRANGEMENTS

Thank You

| | |
|--------|------|
| \$ | DATE |
| CLIENT | DATE |
| STUDIO | |

Terms and Conditions

This agreement (the "Agreement"), between Michael Simons Productions, LLC, having a business address of 3 Catbird Alley, Holmdel, New Jersey, 07733 (hereafter the "Cinematographer"), and the Client identified above (the "Client"), shall govern the relationship between Cinematographer and Client (collectively, the "Parties") for the purpose of providing wedding cinematography services, as described more fully herein.

Cinematographer will provide the following cinematography services (collectively, the "Services"):

1. PERFORMANCE OF SERVICES.

(A) Cinematographer will provide coverage for the Event and produce wedding film(s) (the "Films") as set forth on page 1 above;

(B) Cinematographer will perform the Services in a professional, workmanlike manner and utilize its technical and artistic abilities; and

(C) Cinematographer will provide the Films to Client as digital files in a timely manner, as specified herein.

2. DELIVERABLES & TIMELINE. The Films shall be made available to Client within eight (8) months of the Event, as digital files.

Client orders for additional items that are not listed herein (the "Add-Ons") must be received by Cinematographer within 14 days of the Event. Client understands and agrees that products, services and/or merchandise not included in this Agreement will be sold at the current price, as of the date the Add-On order(s) is placed. All prices are subject to change at any time without notice. Cinematographer reserves the right to modify the terms and conditions of its products and services not referenced herein, including termination or elimination of products, services, options or benefits, at any time, at its discretion.

3. PAYMENT. Client agrees to pay Cinematographer in accordance with the payment schedule set forth on page 1 of this Agreement. The first payment shall be considered a non-refundable retainer, due upon signing this Agreement (the "Retainer"). If the Retainer is not received within seven (7) calendar days of the execution of this Agreement, the Agreement shall be automatically terminated. The Retainer is intended to secure Cinematographer's availability for the Event date. A second installment payment is due thirty (30) days prior to the Event Date. The remaining balance is due thirty (30) days after the Event Date. Where Client fails to pay the Remaining Balance within 30 days of the Event Date, such late payment shall excuse any delays on the part of Cinematographer in completing any edits to and/or delivery of the Films.

Client shall be responsible for ensuring that full payment is made pursuant to the terms of this Agreement. In the event that Client fails to remit payment as set forth above, Cinematographer shall have the option to terminate this Agreement immediately, and Cinematographer shall have no obligation to refund any money paid by Client (including the aforementioned, non-refundable retainer), or to complete the Services outlined herein. Client understands and agrees that upon termination for non-payment, Cinematographer shall have no obligation to preserve the video and/or audio files captured at the Event and all files may be deleted.

Client shall incur a \$50 fee in the event of a returned check or insufficient funds, and all future

payments shall only be accepted by Cinematographer if made via certified check or money order.

Client understands and accepts that payments made via credit card may incur a processing or handling fee where permitted by law.

4. CREATIVE FREEDOM. Client grants Cinematographer full creative control over performance of the Services, including all decisions related to filming and editing the Films.

Client's requests for revisions to the Films must be received by Cinematographer within fourteen (14) days of receipt of the Films, otherwise Client forfeits its right to request revisions. Cinematographer is not obligated to accept Client's requests for revisions or edits unless they are intended to cure technical problems (such as corrupt files or mis-spelled names or locations). Client therefore understands and accepts that all revisions are subject to approval by Cinematographer, and may be denied. Client also understands and accepts that all musical selections and licensing decisions are at the sole discretion of Cinematographer, as this is intended to prevent copyright infringement. Where Cinematographer approves requested revisions and agrees to revise the Films, Cinematographer shall charge a re-edit fee of \$150 per hour, with a minimum charge of \$300.

5. EXCLUSIVITY. Client agrees that Cinematographer shall be the official Cinematographer for the Event, and Cinematographer shall be the only Cinematographer in attendance for the purpose of filming the Event. In the event that there is simultaneous coverage of the Event by another professional cinematographer, or where other vendors record video of the Event for their own promotional purposes, Cinematographer shall verbally inform Client of such circumstances as soon as reasonably possible. If, after being informed of same by Cinematographer, Client fails to remedy the situation(s) within one (1) hour, Cinematographer shall have the right to cease performance of the Services, and Cinematographer shall not be obligated to refund any of the fees paid by Client.

6. INDEMNIFICATION. Client shall defend, indemnify and hold Cinematographer harmless from any and all claims, injuries, damages, losses and/or suits arising from or relating to this Agreement, and/or Cinematographer's performance of the Services as set forth herein.

7. NO GUARANTEE. Client acknowledges that due to the nature of live events, Cinematographer makes no representations, guarantees or warranties that it will achieve all shots and/or scenes as requested by Client. Client therefore understands and accepts that the following actions, conditions, and/or situations may negatively impact Cinematographer's ability to perform the Services and/or achieve Client's desired results:

Permits and/or Permissions. It is the responsibility of Client to secure permission of officiants, and/or venue management, and all required permits to film the Event, as well as all other photography/cinematography sessions to be held on the date of the Event, or in advance thereof. Client hereby acknowledges that Cinematographer may be limited by the guidelines, rules and/or restrictions of the officiant(s) and the venue(s), as well as any failure by Client to obtain the necessary permissions and/or permits. Client agrees that Cinematographer shall not be held responsible for these limitations, nor shall Cinematographer incur any permit fees.

Technical Restrictions. Client hereby acknowledges that Cinematographer may be negatively impacted by technical restrictions related to lighting, audio, and/or placement of cameras and other equipment at the Event venue(s). Client agrees that Cinematographer shall not be held responsible for the impact of said technical restrictions.

Aesthetics, Weather & Other Miscellaneous Interference. Client hereby acknowledges that Cinematographer may be impacted by venue aesthetics, as well as weather and/or construction at the Event venues, and agrees that Cinematographer shall not be held responsible for the impact of venue aesthetics, weather, and/or construction may have on its ability to perform the Services described herein. Furthermore, Client agrees that Cinematographer shall not be held responsible for the actions of guests or other vendors, including but not limited to, photographers, makeup artists, hair stylists, caterers, musicians, disc jockeys, et al., or the impact that their actions may have upon Cinematographer's ability to perform the Services.

8. HAZARDOUS CONDITIONS & ILLEGAL ACTS. If Cinematographer is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, Cinematographer reserves the right to take reasonable action to remedy such situation(s), including but not limited to leaving the Event for the purpose of protecting crew members and equipment. Wherever possible, Cinematographer shall attempt to verbally inform Client of any unsafe conditions or objectionable or illegal acts as soon as these become apparent or threaten to interfere with the Services. If, after being informed of such conditions by Cinematographer, Client fails to remedy the situation(s) within a reasonable period of time, Cinematographer shall have the right to cease performance of the Services, and Cinematographer shall not be obligated to refund any of the fees paid by Client.

9. EXHIBITION AND RELEASE. Client agrees that Cinematographer may use all footage captured at the Event without restriction, for advertising, trade, promotion, exhibition, and/or any other lawful purposes, without payment of additional compensation to Client. Cinematographer may also grant a license(s) for the use of the raw footage or Film(s) to third parties for reproduction and/or publication of same without the payment of additional compensation to Client. This release is binding upon Client, and his/her legal representatives, heirs, and assigns.

Client, Client's guests and all others present at the Event shall be deemed to have consented to the use of their images, likenesses and/or names by Cinematographer based on their attendance at and/or participation in the event.

10. MEAL. Cinematographer's entire crew shall be provided with dinner entrees equivalent to those being served to guests at the Event, and permitted reasonable time to eat. Client understands Cinematographer should be fed during the reception, preferably while Bride and Groom are eating their entrees, so as to cause minimal disruption to Cinematographer's coverage of the Event. In the event that a dinner entree(s) is not provided to Cinematographer, Cinematographer reserves the right to leave the Event to obtain its meal(s), and may be absent from the Event for a period of time not to exceed one (1) hour to do so. Cinematographer shall not be held liable for failing to cover any occurrences, such as speeches, formal dances, etc., while eating, or while off-site procuring meal(s).

11. CANCELLATION, STIPULATED DAMAGES AND RESCHEDULING POLICY. A minimum of thirty (30) days notice prior to the Event date will be required for cancellation of this Agreement by Client and/or Cinematographer. Notice must be given as specified herein. Upon receipt of Notice of Cancellation by Client, Client shall be required to execute an amendment to this Agreement (the "Cancellation Amendment").

CLIENT UNDERSTANDS AND AGREES THAT BECAUSE THE SERVICES ARE BOOKED WELL IN ADVANCE OF THE ACTUAL EVENT DATE, AND DUE TO THE UNIQUE NATURE OF THE SERVICES AND THE WEDDING CINEMATOGRAPHY INDUSTRY, IF

CLIENT CANCELS, CINEMATOGRAPHER WILL SUFFER DAMAGES BECAUSE OF ITS OBLIGATION(S) TO ITS CREW MEMBERS, AS WELL AS LOST BUSINESS WHICH IT MUST TURN DOWN IN ORDER TO RESERVE CLIENT'S DATE. BECAUSE SAID DAMAGES ARE DIFFICULT TO MEASURE, CINEMATOGRAPHER AND CLIENT AGREE THAT THE NON-REFUNDABLE RETAINER REPRESENTS REASONABLE LIQUIDATED DAMAGES, INTENDED TO COMPENSATE CINEMATOGRAPHER FOR ANY CANCELLATION BY CLIENT, AND THEREFORE, CINEMATOGRAPHER IS ENTITLED TO RETAIN THE FULL AMOUNT OF THE NON-REFUNDABLE RETAINER REGARDLESS OF THE DATE OF CANCELLATION BY CLIENT.

Any cancellation made by Client with less than thirty (30) days' notice prior to the Event date shall require payment in full by Client. It is agreed by both parties that payment in full within this time frame shall be considered additional stipulated damages due to the reality that Cinematographer's ability to mitigate damages has been made impractical by Client's late Cancellation.

Cancellation by Cinematographer for reasons within its reasonable control shall result in the issuance of a full refund (including the Retainer) to Client.

In the event that Client reschedules the Event, Cinematographer makes no guarantees as to availability for the new date. Regardless of whether Cinematographer is able to mitigate its damages and re-book the original Event date, Cinematographer may retain the non-refundable retainer for the original Event date as stipulated damages. In the event that Client reschedules the Event and Cinematographer is available, a new contract will be required to be executed by both parties. Cinematographer may elect to apply any amounts paid by Client under this Agreement to the rescheduled Event, provided that the re-scheduled event occurs within one year of the original Event date. Cinematographer also reserves the right to charge a \$500 rescheduling fee.

12. COPYRIGHT AND WORK PRODUCT OWNERSHIP. Any and all copyrightable works developed in whole or in part by Cinematographer in connection with the Services, including the Films, the unedited raw footage and audio files (collectively, the "Work Product") shall be the exclusive property of Cinematographer.

Client shall retain a license for personal, in-home and/or mobile device viewing of the Work Product, and creating digital copies for backup or archival purposes only. Client shall only be permitted to share the Film in its final form, as delivered by Cinematographer, on social media, personal websites, and personal blogs where Client credits Cinematographer and refrains from altering, editing, compressing, removing the watermark, and/or otherwise manipulating the Film. Client is expressly prohibited from altering, compressing, manipulating, editing, selling, publishing and/or distributing the Work Product for editorial and/or commercial purposes. Any alteration, compression, manipulation, editing, publishing, editorial use and/or commercial distribution of the Work Product by Client shall constitute a violation of federal copyright law. Client is also prohibited from supplying the Work Product or any still images obtained therefrom to third parties without prior written permission from Cinematographer.

Should Cinematographer become aware of unauthorized use or reproduction of the Work Product (whether in its entirety or only a portion thereof) by Client, Client will be required to remit a usage fee of \$500 per use to Cinematographer.

13. PROTECTION OF DELIVERABLES. Once the Work Product is delivered to Client, the Services shall be deemed complete, and Cinematographer shall not be responsible for any loss of

or damage to the Work Product. It shall be the sole responsibility of Client to retain, protect and/or archive the Work Product upon delivery by Cinematographer.

Cinematographer makes no warranties, representations or guarantees as to the length of time that the Work Product will be maintained and/or remain accessible to Client when stored digitally or posted online. As such, Client accepts responsibility for downloading and/or accessing and archiving the Film(s) upon delivery by Cinematographer.

14. RELATIONSHIP OF PARTIES. It is agreed by the Parties that Cinematographer is an independent contractor. Cinematographer is not an employee of Client. Client understands and agrees that Cinematographer may employ one or more crew members to perform the Services. The decision as to which crew members shall perform the Services shall be at Cinematographer's sole discretion.

15. COURTESY. The cinematography schedule and methodology are designed to accomplish the goals and wishes of Client. Client and Cinematographer agree that positive co-operation, communication and punctuality are therefore essential to the performance of this Agreement.

16. FORCE MAJEURE. If Cinematographer's performance of any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond its reasonable control, then the obligations of the Cinematographer shall be suspended or relieved to the extent necessary, and Cinematographer shall not be held liable for its failure to perform or delay in performance of the Services. Cinematographer shall use all reasonable efforts under the circumstances to avoid such causes of non-performance, and shall proceed to perform within reason when such events cease, where possible.

The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storms or other extreme weather occurrences (ie: hurricanes, blizzards and natural disasters), medical emergencies requiring hospitalization, orders or acts of military or civil authority, declarations of state or federal emergencies, acts of terrorism, riots, wars, strikes, lock-outs, labor disputes, travel emergencies, and/or supplier failures.

17. LIMITATION OF LIABILITY. In no event shall Cinematographer, its crew members, officers, directors, employees, subcontractors, vendors and/or suppliers be held liable for any incidental, consequential, indirect, or punitive damages of any kind. In no event shall Cinematographer, its crew members, officers, directors, employees, subcontractors, vendors, and/or suppliers be liable for the cost of replacement goods or services.

CLIENT UNDERSTANDS AND AGREES THAT CINEMATOGRAPHER'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR THE SERVICES.

18. TERM. Cinematographer and Client agree that this Contract shall commence upon execution of this Agreement by both parties, and terminate 14 days after delivery of the Film(s) by Cinematographer.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties, and there are no other promises or conditions, whether oral or written, concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

20. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

21. AMENDMENT. This Agreement may only be modified or amended in writing, and such writing must be executed electronically by both parties.

22. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New Jersey.

23. JURISDICTION. The state and federal courts serving Monmouth County, New Jersey shall have exclusive jurisdiction over disputes arising from this Agreement, and both parties hereto consent to the jurisdiction of such courts.

24. NOTICE. Any notice or communication required or permitted under this Agreement (ie: for Cancellation) shall be sufficiently given only if given in writing and delivered to the addresses set forth in page one (1) of this Agreement via certified mail, return receipt requested or by overnight delivery service with tracking and confirmation (ie: FedEx or UPS).

25. WAIVER. The failure of Cinematographer to enforce any provision of this Agreement shall not be construed as a waiver or limitation of its right to subsequently enforce and compel strict compliance with every provision of this Agreement.

26. ASSIGNMENT. This Agreement may not be assigned by either party.

By their signatures below, the parties hereby understand and agree to all terms and conditions of this Agreement.

Date: _____

Client Signature

Print Name

Date: _____

Michael Simons, On Behalf of Michael Simons Productions, LLC