



Contract Proposal

SCOPE AND PURPOSE: This contract supersedes and replaces all previous understanding, agreement or contract, written or verbal, between SMART Video Services (hereafter referred to as SVS) and _____ (hereafter referred to as The Client). The purpose of this contract is to protect *both* The Client and SVS. The day of the event is no time for misunderstandings and oversights to surface, and this contract seeks to alleviate this possibility.

RESERVATION OF TIME AND DATE: This contract constitutes an order for video production services and additional copies made on DVD or VHS media. Upon execution of this contract and receipt of the reservation fee, or **50%** of the overall agreed upon cost to provide service, SVS will reserve the time and date agreed upon, and will make no other reservations for that time for the duration of the contract. SVS agrees to use no substitutes or sub-contractors in the fulfillment of the contracted services, except in the event of emergencies with the approval of The Client. If the payments are not received at SVS by the dates specified, SVS may cancel the reservation without further notification to The Client (verbal or otherwise). The reservation fee, payment schedule, times, dates, locations, and other important information are specified at the bottom of this contract.

CHANGES: SVS will make reasonable effort to work with The Client should changes occur. If the event is rescheduled, and if SVS is available, SVS will shoot the new date at the current rates in effect at the time of the change. If SVS is not available on the new date, or if the event is canceled, SVS is obligated to refund payments made, less the 50% reservation fee. Should SVS fail to receive scheduled payments timely, all payments will be forfeited, and SVS will be under no further obligation in any way to The Client. SVS must be notified by email, phone call, or in writing of any changes pertaining to the event.

PRODUCTION AND EDITORIAL CONTROL: The Client has had opportunity to critically view samples of SVS's video work, and has retained SVS as the exclusive official videographer to cover the event. The Client grants SVS full production and editorial control regarding all aspects of production and postproduction. Given that the quality of blank media, be it VHS, DVD, Mini-DV, HI8, or otherwise, is sometimes unknown due to the methods by which they are produced, SVS will make every effort to insure the quality of the media, however, SVS makes no guarantees either expressed or implied in regard to aesthetic qualities of the blank media or the completed video production. SVS makes no guarantees concerning any particular effect, interview or special request. In the event that a particular segment of the event is not recorded, partially recorded, or not a part of the Edited Master Videotape, it is at the sole discretion of SVS as the exclusive producer of the event videotape.

RESTRICTIONS: The Client is aware that the restrictions imposed by others (e.g., photographer, church, reception hall, guests, etc.), and the constraints of the physical environment, safety, weather, and acts of God can affect the quality and extent of video coverage possible. SVS guarantees coverage of all events only within the bounds of any restrictions and constraints of the physical environment, safety, weather and acts of God. SVS cannot guarantee coverage of outside events during inclement weather. The Client is responsible for obtaining all permissions and clearances, etc., and adequate shelter from inclement weather and extreme temperatures as required by SVS to operate.

PRODUCTION MATERIALS: SVS must receive photos, invitations, music, checklists, and any other materials required for the completion of the production within 90 days of the event. Production may proceed without these materials if The Client has not supplied them in a timely manner. All materials will be returned to The Client with the delivery of the finished product. Although all possible care will be taken to safeguard these materials, SVS is not responsible for any materials lost or damaged while in possession of SVS or in transit beyond replacement cost.

PROPERTY RIGHTS: The Client warrants that he/she has the legal rights to anything SVS will use to produce the final video, including photos, musical recordings, videotapes, or any other materials delivered to SVS for inclusion in The Client's videotape. The Client agrees to indemnify and hold SVS harmless for any loss, damage, or liability for infringement of any rights arising from the use or sale of tapes The Client hires SVS to produce, edit, or duplicate.

DISPLAY RIGHTS: In signing this contract, The Client is acting as agents for all members of the party and guests and grants SVS all rights for display, airing, exhibition, promotion, newsletter, contests, and advertising use of all images produced under this contract.

PARKING: The Client will provide parking for SVS's vehicle(s) as close to the event as possible to allow easy access to the facility for equipment loading and unloading.

OVERTIME: When event activities extend beyond the agreed length of time of coverage and The Client requests extended coverage, overtime will be billed in one hour increments at the current one hour coverage billing rate, until such time as The Client has departed or informs SVS to discontinue.

DELIVERY OF VIDEOTAPE: Normal delivery of The Client's video is within three to four weeks of the event. This delivery schedule is only approximate, and, among other factors, is dependent on SVS having received all production materials supplied by The Client for inclusion in the video. An extended delivery schedule necessary for proper completion of the event video will not void this contract and SVS agrees to inform The Client as soon as possible when the determination is made that additional time is required to complete the project.

PAYMENT: We accept payment in the form of cash or check only. Signing this contract implies that the Client understands the payment requirement of **50% down** to secure the date with the remaining balance due at the time specified by SVS.

Contract Terms:

This Contract is entered into by and between _____ and **SMART Video Services.**

The terms of this agreement shall begin on _____ and shall continue through the day of the event scheduled on _____.

Contact Name: _____

Address: _____

Phone: _____

Email: _____

The specific terms of this Contract are as follows:

Client has requested an event hold date for _____

Client agrees to pay the **50% down** payment to reserve the above date

Total Price: _____ Down Payment: _____

By signing this Contract, The Client agrees to the hold date stated above. This document and any attachments hereto constitute the entire agreement between the Parties. This Contract shall be binding upon the Parties, their successors, and heirs and shall be enforced under the laws of the State of Texas.

(Signature of Client)

(Signature of Company Owner)

(Printed Name)

(Printed Name)

Dated: _____, 20__

Dated: _____, 20__