

Videography Service Contract

Offer Date: _____

Primary Videographer: _____

Event Date _____ Client Name(s) _____

Client Email(s) _____

Phone(s): _____ No. Of Guests: _____

Primary Reception Location: _____ Time: _____

Approximate Event Start / End Time: _____

Comments / Details:

Contract Amt.: _____ **Deposit:** _____ **Bal. Due:** _____

Client Signature: _____ **Videographer Signature:** _____

**This contract and payment is due within 5 business days of the offer date above.
This contract will be deemed VOID if both contract and deposit are received within that time.**

- Definitions: "Videographer" refers to the business of modernArtistry.com. "Client" refers to the commissioning party or company named above, its representatives, or successors. Online proofing is hosted within modernArtistry.com.
- Client agrees that dave donato / employees or sub-contracted Videographer of modernArtistry.com are the only professional Videographers allowed at this event.
- Payment: Full payment must be received by modernArtistry.com by the end of the first week, one full month prior to actual event date.
- Grant of Rights: Client and Videographer share copyright without expiration for either party. Either party may use all final images taken for suitable purposes, in both print and public exhibit. Client may not assign or transfer this shared copyright license.
- Alterations: Client will not make or permit any alterations, additions, or subtractions in respect of the photographs, including without limitation any digitizing or synthesizing of the photographs, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known. **THERE WILL BE NO EXCEPTIONS.**
- Client Default: In the event of non-payment or other breach of this Agreement by Client, Client shall pay all of Videographer's costs and expenses incurred in connection with enforcement of the terms of this agreement, including Videographer's reasonable attorney's fees.
- Videographer Default: In the unlikely event of Videographer cancellation, dave donato reserves the right to find a suitable replacement Videographer for your event. If a suitable replacement Videographer cannot be found, all monies paid under this agreement will be returned to the client (named signature on Contract) within 90 days of Videographer cancellation.
- Meals / Breaks: Videographer agrees that a break shall not interrupt Videographer's assignment at any time during Event; Client agrees to provide Videographer with a meal if contracted over a 4 hour period, equal in quality and quantity to that of the guests at the Event.
- Releases: Videographer is not responsible for obtaining model, property, or other releases in connection with any of the photographs licensed herein unless specifically stated herein.
- This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of Massachusetts and for all purposes shall be interpreted in its entirety in accordance with these laws. In the event of any award or judgement in favor of Videographer, or any settlement between Videographer and Client, arising from effecting and protecting Videographer's rights and benefits hereunder, Client shall pay all costs and expenses incurred by Videographer and/or Videographer's legal counsel related thereto, including, but not limited to, reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgement, or settlement.