

My DVD Memory

Marcia Lange

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www.mydvdmemory.com

Event Information

Date of Wedding: _____ Time of Wedding: _____

Location of Wedding: _____

Location of Reception: _____

Rehearsal Date & Time: _____

Personal Information

Bride's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ Phone: _____

Groom's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

How were you referred? _____

Friend, Wedding Planner, Photographer, Wedding Show, Internet

Video Package

Customer agrees to purchase the following Wedding Video Coverage:

TERMS AND CONDITIONS

Both the bride and groom or their representative must complete and sign a wedding video contract.

SERVICE: My DVD Memory agrees to provide coverage outlined above on the date indicated on page one (1) of this contract. My DVD Memory will videotape using its best judgment, providing Client with a completed wedding video in DVD format (unless otherwise requested).

EVANSVILLE WEDDING EVENTS -NEWBURGH WEDDING EVENTS or WEDDING EVENTS WITHIN A 50 MILE RADIUS (Excluding New Harmony): For wedding and wedding related events within a 50 radius, a travel expense of \$100.00 will be assessed and applied to the minimum \$500 package.

I DO NOT NORMALLY TRAVEL FARTHER THAN THE 50 MILE RADIUS. Some exceptions may be considered.

TERMS: A retainer fee of \$300 or 50% (whichever calculates the lesser of the total price agreed upon) is required at the signing of this contract. This retainer is made to secure the date for My DVD Memory. The retainer is non-refundable. If the wedding is cancelled or date is changed, the retainer fee is forfeited. An additional \$300 non-refundable retainer fee will be required to secure a new wedding date.

PAYMENTS: No later than 2 weeks prior to the wedding date the remaining balance owed for the particular chosen package will be paid. My DVD Memory will NOT ACCEPT CREDIT CARDS. My DVD Memory will accept personal checks, money orders or cashier's checks. If the retainer fee is paid by check and the check is returned for non-payment, the contract will be voided, the date will no longer be secured, and the customer will pay a \$30.00 return check fee.

PERMISSIONS: It is the sole responsibility of the Client to secure advanced permission from the church, synagogue or other officials to film the ceremony. All money paid is non-refundable if such officials prevent filming the day of the wedding. My DVD Memory will abide by the rules of the church or synagogue regarding camera placement at the ceremony.

PRODUCTION: My DVD Memory will take utmost care to produce a video of good quality. However, we will not be held responsible for circumstances beyond our control, including but not limited to power failure, equipment malfunction and defective tape stock. If filming is prevented due to such occurrences, all money paid (less retainer fee) will be refunded. If any failure is due to client misuse or abuse of equipment, no money paid will be refunded and client assumes responsibility for replacement of equipment. My DVD Memory makes no guarantees, either expressed or implied, in regard to aesthetic qualities of the completed videotape.

LIMITATION OF LIABILITY: Under any and all circumstances, the total liability of My DVD Memory is limited to the refund of actual payments received from Client.

REPRODUCTION RIGHTS: All camera original videotapes, reproductions, right to copyright and use thereof are reserved by My DVD Memory for all purposes and shall remain the property of My DVD Memory. Client grants My DVD Memory a Model's Release for all purposes. Client agrees to indemnify and hold harmless My DVD Memory from any action by a person at their wedding whose image is used by My DVD Memory and from whom My DVD Memory does not have a model's release. My DVD Memory may copy-protect any videotape delivered to Client.

COPYRIGHT: Client is responsible for all copyright issues regarding the music that they choose or that is chosen for them on their behalf.

EDITING: Client agrees that My DVD Memory may use its best judgement in editing the completed Wedding Video. If Client wants any additional editing, including the removal of unwanted comments from the interviews of family or guests, the charge is \$75.00 per hour, with a two-hour minimum. By giving written notice to My DVD Memory before the wedding, Client or their representative may direct the editing of their video at a charge of \$50.00 per Editor Hour.

CANCELLATION: If Client cancels this Contract, My DVD Memory may keep any payments as liquidated damages. If Client fails to make payments as agreed, this Contract is cancelled and My DVD Memory is relieved of any further responsibility to Client, and any payments from the Client to My DVD Memory shall be retained as liquidated damages.

ENTIRE AGREEMENT: This agreement represents the entire agreement between My DVD Memory and Client, and includes all representations and negotiations of the parties. No verbal representations are binding upon the parties. Any additions to or modifications of this agreement must be in writing and agreed upon by both parties. This agreement shall extend to and be binding upon heirs and personal representatives of the parties. In the event attorney's fees are incurred by My DVD Memory to enforce its rights under this agreement, Client shall pay all costs and reasonable attorney's fees incurred by My DVD Memory. With regard to each and every paragraph of this agreement, time is of the essence, and any waiver by My DVD Memory shall not thereafter constitute a waiver for all purposes.

ASSISTANT PRODUCER: Client agrees to provide a person who will serve as the Assistant Producer at the reception if interviews are requested. The Assistant Producer is responsible to ensure every person that the Client wants to interview is interviewed.

PARKING FEES: Client agrees to provide parking near the wedding and reception site. If any costs are associated with this parking, then Client will incur such fees.

LUNCH/DINNER BREAK: Client agrees to provide as a minimum one-half hour break during the reception coverage to provide My DVD Memory with the opportunity to eat. If My DVD Memory has to leave the premise to eat, then My DVD Memory is not responsible for any events missed.

WILL A MEAL BE PROVIDED FOR A CREW OF TWO ON PREMISE OR SHOULD WE PLAN ON EATING OFF PREMISE?

() On Premise Meal Provided () Off Premise-No Meal Provided

Please allow 8 to 12 weeks for delivery of final production.

I have read, fully understand and agree to the terms and conditions of this contract.

Client/Representative

My DVD Memory
Marcia Lange

Date

Date