

ENGAGE CINEMATIC WEDDING FILMS CONTRACT

AGREEMENT: A firm and binding agreement exists between Engage Films (Studio) and Client only after agreement has been properly executed and the Final Balance is paid at least two (2) weeks prior to the event. A 20% retainer (deposit) must be paid at the time of booking with the filming balance due and payable two weeks prior to the event date. This initial retainer is made to secure the exact date for the Studio services. It is the Client's guarantee that the Studio will not book someone else in Client's time slot. The retainer is non-refundable. Should Client not pay the balance due two weeks prior to Client's event date, Client's retainer will be forfeited and the Studio will be under no further obligation to Client. If the date is changed, or the event is cancelled, the Studio will refund the Client's money less the retainer. No refunds will be made if wedding is postponed or cancelled a second time.

DISPLAY RIGHTS: All digital tape/card masters shall remain the property of the Studio. It is understood that the Studio has the exclusive right to reproduce and use all footage, images, voices and likenesses for public display, advertising and/or exhibition, unless Client gives non-consent at time of booking. All digital tapes/cards produced and/or edited by the studio are protected by Copyright. It is understood and agreed that the Client cannot copy or have copies made of the digital tapes, DVD's or Blu-Ray discs. Any attempt to do so is a violation of this agreement and of Copyright. The client is granted a license to use the DVD/Blu-Ray only for private home uses. Any other permission for the client to use the DVD/Blu-Ray and/or its images must be granted in writing by the Studio. Client agrees to provide general notice to all guests and service providers that the event will be filmed. With this notice, and by virtue of their attendance, all guests and service providers acknowledge and give permission for the use of their images, voices and likenesses by the Studio.

PRODUCTION & EDITORIAL CONTROL: The Studio is the exclusive official videographer retained by Client to cover event. Studio is granted full production and editorial control by Client regarding all aspects of the production and post-production services for this event. If something occurred at the wedding that Client does not want to appear on the film, Client must instruct Studio before editing begins. Minor editing errors are corrected at no charge (i.e spellings of names/dates, obvious mistakes on our part). ANY other addition, change or deletion of your OWN choice will incur a charge of £30/hour with a minimum of 5 hours charge (due to complete re-mastering, rendering and DVD/Blu-Ray authoring times). Only one set of changes are permitted as the footage is cleared from our computer after changes are made. Client agrees that the Studio is editing in our own artistic style, a wedding seen from our own eyes. The Studio reserves the exclusive right to edit all film. Additional copies will be made from the original master and by the Studio. Client is granted only a license to use production for private non-profit uses, unless other permission is granted in writing by the Studio.

RIGHTS: Client warrants that he/she has the legal rights to anything the Studio includes in the film such as photos, audio, music and any other elements used. Client agrees to indemnify and hold the Studio harmless for any loss, damage, or liability for infringement of any rights arising from the use of music and tapes. Client assumes all responsibility for obtaining any necessary permission, clearance permits, access to, hook up fees, parking charges and admission which may be required to film the event. The film is for private home use only, and the Client assumes full responsibility and liability for any public performance or display of the film.

STUDIO LIABILITY AND GUARANTEES: The Studio liability is limited to refund of money paid. The Studio takes the utmost care in producing Client's film. In the unlikely event that a problem arises and the Studio is unable to provide any film, all monies paid will be refunded. The Studio is not responsible for loss of video or audio quality due to restrictions at event locations. The Studio does not guarantee any particular shot, effect, interview or special request. If Engage Films has personally committed to being the primary event videographer and in the very unlikely event that an emergency arises (extreme sickness for example) and is unable to perform the whole service, the Client will be notified immediately and all money paid (including retainer) will be refunded to the Client. If this were to occur, every effort possible will be made by the Studio to recommend and secure another quality videographer for the Client. This is the extent of the Studio's liability. Your primary videographer is Engage Films.

FOOD: The Client agrees to provide a hot meal at the reception for each of the film crew (usually 1 to 4 people). The Studio is not responsible for any activities missed during this break/meal time.

WORKING CONDITIONS: Client must provide a safe working environment and is responsible for any damage to equipment by their guests.

PRODUCTION MATERIAL: Including: Song List, Order form and any special requests are due at least two weeks before event date. Production material delivered to Studio after event may not be included in final production.

DELIVERY OF FINISHED FILM: Will be approximately 10 to 12 weeks after event and all pre production material is received by Studio. The completion period is only an approximate length of time and any longer periods necessary for completion will not void this contract. The Studio cannot accept responsibility for material lost or damaged in transit.

Understood and agreed:

Customer/s _____

Date ____ / ____ / ____

Author _____ (Pete James, Engage Films)

LEASE NOTE:

FILMING/EDITING CAN NOT TAKE PLACE UNTIL THIS AGREEMENT HAS BEEN SIGNED BY BOTH STUDIO AND CLIENT.

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