

VIDEOGRAPHY CONTRACT

I. The Parties. This Videography Contract ("Agreement") is made between:

Client: _____ with a mailing address of _____ ("Client"), and

Videographer: _____ with a mailing address of _____ ("Videographer").

WHEREAS the Client intends to pay the Videographer for Services provided, effective _____, under the following terms and conditions:

II. The Services. The Videographer agrees to perform the following:

_____.

Hereinafter known as the "Services". Upon completion of the Services, drives and/or the final product will be delivered on or before _____ to:

- Editor: _____ with an address of _____

- Client

- Other: _____.

III. Payment. In consideration for the Services to be performed by the Videographer, the Client agrees to pay the following: (check one)

- \$ _____ / Hour.

- \$ _____ for the Services.

- Other: _____.

A deposit, _____, due upon signature and applicable to the total price of the Services after completion, is:

- Required in the amount of: \$ _____ .

- Not required.

Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

The Videographer agrees to be paid in full: (check one)

- At completion of the Services performed.

- Other: _____.

IV. Location. The location of the Services shall be performed at:

_____.

The Videographer is responsible for arranging transportation to and from the location. The Client _____ reimburse the Videographer for reasonable travel expenses to be approved by the Client before the commencement of the Services and in writing.

V. Date/Time. The date of the Services shall be performed on _____ from _____ . Extension of hours will incur and additional charge of _____ .

VI. Equipment. The Videographer will use the following equipment:

_____.

VII. Liability Insurance (Minimum (\$) Amount). The Videographer agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Videographer agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall: (check one)

- Be a minimum amount of combined single limit of \$ _____ . - Not have a minimum amount required.

VIII. Usage. The Client agrees to use the final product in the following manner:

_____.

Additional usage without consent of the Videographer warrants a breach of contract and the Videographer may pursue additional recourse.

IX. Ownership. The product of all work performed under this Agreement, including without limitation all photographic images, videos, audio recordings, work-in-progress and deliverables developed in whole or in part be exclusive property of: _____ .

X. Termination. This Agreement shall terminate upon the: (check one)

- Completion and Payment of the Services provided.
 - Date of _____
 - Other. _____

In addition, the Client or Videographer may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

XI. Option to Terminate. The Client and Videographer shall: (check one)

- Have the option to terminate this Agreement at any time by providing _____ days'

written notice.

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- Not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section X.

XII. Independent Contractor Status. The Videographer, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Videographer's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Videographer agrees and represents: Videographer has the right to perform services for others during the term of this Agreement; Videographer has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Videographer shall select the routes taken, starting and ending times, days of work, and order the work is performed; Videographer has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Videographer, nor the Videographer's employees or personnel, shall be required to wear any uniforms provided by the Client; The Services required by this Agreement shall be performed by the Videographer, Videographer's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Videographer; Neither Videographer nor Videographer's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and Neither the Videographer nor Videographer's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

XIII. Business Licenses, Permits, and Certificates. The Videographer represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XIV. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Videographer's payments to employees or personnel or make payments on behalf of the Videographer; Make federal or state unemployment compensation contributions on the Videographer's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Videographer is not a corporation, all applicable self-employment taxes. Upon demand, the Videographer shall provide the Client with proof that such payments have been made.

XV. Benefits of Videographer's Employees. The Videographer understands and agrees that they are solely responsible for shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

XVI. Unemployment Compensation. The Videographer shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Videographer shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XVII. Workers' Compensation. The Videographer shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Videographer hires employees to perform any work under this Agreement, the Videographer agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the

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Videographer must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XVIII. Indemnification. The Videographer shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIV. Confidentiality. The Videographer acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Videographer in order for the Videographer to perform their duties under this Agreement. The Videographer acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Videographer will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Videographer to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Videographer gained knowledge as a result of the Videographer's Services to the Client. Upon termination of the Videographer's Services to the Client, or at the Client's request, the Videographer shall deliver to the Client all materials in the Videographer's possession relating to the Client's business. The Videographer acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

XX. No Partnership. This Agreement does not create a partnership relationship between the Client and the Videographer. Unless otherwise directed, the Videographer shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XXI. Assignment and Delegation. The Videographer may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Videographer recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Videographer shall be responsible for any confidential or proprietary information that is

shared with the Subcontractor in accordance with Sections XIV & XXIV of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Videographer shall be made liable.

XXII. Governing Law. This Agreement shall be governed under the laws in the state of _____.

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XXIV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXV. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Videographer shall not operate or be construed as a waiver of any subsequent breach by the Videographer.

XXVI. Additional Terms and Conditions.

XXVII. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

Client Signature: _____ **Date:** _____
_____ **Print Name:** _____

Videographer Signature: _____ **Date:** _____
Print Name: _____

