

# VIDEOTAPING SERVICE AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, the Customer (identified in the signature line below) and Focus Right Productions, Inc. ("FRP") agree to the following:

1. **SERVICES PROVIDED.** Customer hereby engages FRP to perform the following videotaping services (please make a selection according to the package descriptions in Appendix A).

1.1. Package I                      Package II                      Package III

1.2. *Date of Event:* \_\_\_\_/\_\_\_\_/20\_\_\_\_

1.3. *Ceremony Venue Name & Address:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.4. *Reception Venue Name & Address:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **TERM.** This Agreement is effective as of the latest date listed in the signature line below and shall continue in effect until the parties have satisfied all of their obligations. The Customer may terminate this Agreement at any time without penalty up to ninety (90) days prior to the event. Any cancellations within ninety (90) days of the event will be subject to a cancellation fee not to exceed fifty (50) percent of the agreed price.

3. **RESPONSIBILITIES OF CUSTOMER.**

3.1. The Customer shall ensure FRP and each of its employees reasonable access to the event to allow for its videotaping. Customer shall also ensure that the event locations have access to necessary electrical power and lighting.

3.2. The Customer shall promptly notify FRP of any material changes to the event, including any cancellation, date, or address change.

3.3. Upon receipt of the final version of the video recording, the Customer shall notify FRP within fifteen (15) days, in writing, of any problems, concerns, or complaints with respect to the product in accordance with Section 6.

4. **PAYMENT.**

4.1. *Fee.* In consideration of the services performed by FRP, pursuant to the terms of this Agreement, the Customer shall pay FRP the total amount listed in Appendix A that corresponds to the package selected in Section 1.1 above.

4.2. *Deposit.* Of the total amount due, the Customer shall pay FRP a non-refundable deposit equal to twenty (20) percent upon execution of this Agreement, with the remaining balance due fifteen (15) days prior to the event.

4.4. *Late Payments.* All amounts not paid by the Customer when due shall be considered past due and will entitle FRP to recover interest at the rate of eight (8) percent per annum, plus any and all collection costs incurred, including attorney fees.

5. **COPYRIGHT & LICENSE.** FRP shall own all footage contained in the video recording, as well as all common law copyrights to the same. Customer agrees that FRP's name, trademarks, symbols, and logos are the exclusive property of FRP. Nothing contained herein shall confer upon the Customer the right to use such name, trademark, logo, or design without FRP's prior written approval. Nor shall Customer be entitled to copy or distribute the video recording without FRP's written approval.

6. **CREATIVE PROCESS.** By executing this Agreement, the Customer acknowledges that the video-editing process is an inherently subjective process. As such FRP shall use its creative discretion in editing the Customer's video. The Customer understands that its video may not possess the same attributes or qualities as those represented by FRP on its website or other promotional material. If the Customer is unsatisfied with its video, the Customer shall provide, in writing and with reasonable specificity, notice within fifteen (15) days of receiving the video. Upon receipt of such notice, FRP will make one (1) attempt to address the Customer's concerns. The Customer agrees that FRP will not be responsible for responding to any further notices.

7. **INDEMNIFICATION.** Customer agrees to indemnify, save, and hold harmless FRP from any and all damages, liabilities, costs, losses, or expenses stemming from any claim, demand, or action by a third-party arising out of or related to this Agreement, unless such claim, demand, or action stems from FRP's sole negligence or intentional conduct. In no event shall FRP be liable for any losses, damages, or expenses incurred by the Customer arising from any defect or malfunction with video equipment utilized by FRP in videotaping the event. The Customer's sole remedy for such defects or malfunctions shall be a refund of the payment as set forth in the Agreement. FRP shall not be responsible for any degradation of video or audio quality arising from low light or low-level audio conditions.

8. **GENERAL.**

8.1. *Entire Agreement.* This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements or understandings, written or oral. No modification of this Agreement shall be valid unless made in writing and signed by all parties.

8.2. *Governing Law.* All matters relating to or arising under this Agreement are governed by the laws of Indiana.

8.3. *Waiver.* The waiver of any party of any breach or failure to enforce any of the terms and conditions of this Agreement shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

8.4. *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision is held invalid or unenforceable, the remainder of the Agreement shall nevertheless remain in full force and effect.

By their execution below, the parties have agreed to all the terms and conditions of this Agreement, and each signatory represents that he/she has the full authority to enter into this Agreement and to bind his/her respective party to all of the terms and conditions herein.

**FOCUS RIGHT PRODUCTIONS, INC.:** By: \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**CUSTOMER:** Printed: \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**VIDEOTAPING SERVICE AGREEMENT  
(Appendix A)**

Wedding Package Descriptions

	<b>PACKAGE I</b>	<b>PACKAGE II</b>	<b>PACKAGE III</b>
Cameras	1	2	2
Highlight Video*	No	Yes	Yes
Editing	Minimal	Full	Full
DVD Copies	3	5	5
Custom Labels	Yes	Yes	Yes
Additional Add-On**	No	No	Yes
<b>Price:</b>	<b>\$995</b>	<b>\$1,695</b>	<b>\$2,095</b>

\*The Highlight Video is a 2-4 minute montage of various video clips captured throughout the day of the event. The highlights are set to music and edited in a cinematic fashion. These videos are featured on our website at [www.focusrightproductions.com](http://www.focusrightproductions.com).

\*\*Additional Add-Ons: 3 song Scrapbook Video, pre-wedding interview, personalized wedding webpage, additional camera @ ceremony, or "save-the-date" video invitation

Package Modifications (please list and initial any agreed-to modifications to the above packages):

\_\_\_\_\_  
[Customer initials]      [FRP initials]