

Contract for Videographer Services

This Contract for Videographer Services (this "Contract") is made effective as of _____, by and between _____ of _____, _____, _____, Phone: _____, Email: _____, and DominoEffect.Net of 641 Lancaster Ave., Suite 1033, Frazer, PA 19355, Phone: 610-996-4200, Email: fred@dominoeffect.net. In this Contract, the party who is contracting to receive services will be referred to as "Client" and the party who will be providing the services will be referred to as "DEN".

1. DESCRIPTION OF EVENT(S). _____ & _____ on _____ at _____ from _____ to _____. If Client requests, on day of event, for DEN to stay for additional time, Client will be charged an overtime fee of \$100 prorated hour per videographer. DEN is not, however, required to be available for additional time. Client will provide DEN with detailed itinerary of events 15 days before event date and understands they are fully responsible for informing the camera crew of said events with sufficient lead time to allow for necessary video, audio and lighting adjustments.

2. DESCRIPTION OF VIDEO PRODUCTION. Beginning on _____, DEN will provide to Client the following services (collectively, the "Video Production"). DEN agrees to digitally record, on video tape, Client's event(s) described in Paragraph 1. DEN will edit and mix the recorded tapes to produce a master video production to the sole discretion of DEN's Chief Editor. The Video Production shall include the following: _____

The estimated completion date is _____ and is subject to change.

3. PAYMENT FOR VIDEO PRODUCTIONS. In exchange for the Video Production Client will pay compensation to DEN for the Video Production in 3 installment payment(s) of \$_____ each. Client agrees to pay the first installment at acceptance of this contract as a non-refundable "Deposit", the second on or before the earliest event date listed in Paragraph 1, and the third including any

additional charges due upon or before the delivery of the completed Video Production to the Client. Services provided by DEN will culminate in the completion of the Video Production.

4. RESERVATIONS. Upon signature of this contract by Client and DEN, and delivery of the first installment payment, DEN will reserve the date(s) and time(s) specified in Paragraph 1. Changes or cancellations may result in a partial or complete forfeiture of Client's fees, as follows:

A. If Client's event is canceled or Client chooses to otherwise cancel our services, Client agrees that all fees already paid and due by Client to DEN as of cancellation date will be forfeited.

B. If Client's event date(s) change and DEN is not available on the new date(s), 80% of fees paid by Client to DEN will be refunded only if DEN is able to schedule another similar event in place of the Client's event. Otherwise, all fees paid and due by Client to DEN as of the date of change will be forfeited.

Fred Blesgraef, will be Client's primary videographer. Should Fred Blesgraef become incapable of providing the Video Production specified herein for any reason, Client will be notified promptly, and Fred Blesgraef will help Client find a suitable and well qualified replacement or Client is entitled to a prompt and full refund of all fees paid by Client to DEN. It is the Client's responsibility to reserve the venue(s) for their event(s) where DEN is to provide its services. It is also the Client's responsibility to ensure that the videotaping of the proceedings is permissible at each location. Denial of access to DEN representatives by location staff or administration does not constitute grounds for a refund. Client will ensure DEN representatives and equipment have free and reasonable access to the venue(s) of the event(s), any admission fees, parking fees or similar cost to gain access to the venue(s) of the event(s) will be paid or reimbursed by the Client. If DEN is unable to perform the Video Production agreed to herein because performance of such duties would violate the rules or regulations of any of Client's chosen location(s), violate any federal, state or local laws or statutes, DEN will be unable to perform said duties and Client remain fully responsible for all fees described herein.

5. GUARANTEES. DEN will make every attempt to properly videotape all pertinent footage to be used in the development of the Video Production. Client is aware that because of the nature of a "live production," adverse situations and equipment failures can occur beyond DEN's control that may alter the outcome of the Video Production. DEN cannot guarantee that any specific portion(s) of the Client's event(s) will be recorded in full or in part. DEN will not be held monetarily or otherwise liable to Client

for failure to record any specific portion(s) of Client's event(s). Under no circumstances will DEN or its representatives be held financially liable for an amount which exceeds the amount charged to Client by DEN.

6. MEDIA. Client to provide DEN with all music to be dubbed in this production in CD format and warrants that he/she has the legal rights to anything DEN is to videotape including photographs, music, guests or any other materials delivered to DEN for inclusion in Client's Video Production. Client agrees to indemnify and hold harmless DEN for any loss, damage or liability for infringement of any rights arising from the use or sale of media client hires DEN to produce, edit or duplicate. Client agrees to provide DEN with photos, music, etc. WITHIN 7 DAYS OF REQUEST and understands that failure to do so will necessitate moving the production to a later slot on the production schedule resulting in a substantial delay in its completion. DEN assumes no responsibility for the safe keeping of said materials.

7. ACCEPTANCE OF FINAL VIDEO PRODUCTION. Upon completion of the Production, DEN will attempt to notify the Client via the telephone number and/or email listed in the opening paragraph. Client shall be given the option to review the final Video Production and request any reasonable changes within one week of delivery of final production at no charge to the client. NO CHANGES WILL BE MADE AFTER THE MASTER HAS BEEN CLEARED FOR FINAL COPIES. If either (a) notification is made and Client fails to make arrangements for delivery of Production within two weeks of notification, or (b) DEN is unable to notify by telephone that the Production is complete within two weeks of Production completion, DEN will send written notification to Client via US Mail and using Client's address listed in the opening paragraph. Production will immediately be archived to digital tape, DVD or other medium of DEN's choice (removed from computer-based editing system), rendering all but very minor changes impossible. DEN will make all reasonable efforts to accommodate the editing wishes of the Client; however, the final editing decisions are the sole discretion of DEN's Chief Editor.

8. MASTER COPIES. Original media and edited master remain the exclusive property of DEN. DEN will produce all reproductions and will offer digital reproductions from the master Video Production for sale. Copies will be provided to the Client as stated in the Paragraph 2.

9. RIGHTS. DEN reserves the right to use the original media and/or reproductions without restriction including the right to retain and use any video footage, pictures, or audio of Client's event(s) for promotional purposes. Promotion instruments may include, but are not limited to, Internet Web

advertisements, public venue industry show productions, in-home and in-studio video demonstrations, and printed advertisements.

10. EXCLUSIVITY. Client agrees that no other professional video production service will be secured to document the event(s) listed above, and to the extent it is within the lawful capacity of the Client, the Client will ensure that no other professional video production service is permitted to document the listed event(s).

11. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

12. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

13. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

14. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment. Any changes to or amendments to this contract must be made prior to the day of the Client's earliest event(s) listed in Paragraph 1; no changes may be made on the day of the event(s).

15. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Pennsylvania.

16. MEDIATION: All parties involved in this contract hereby agree that any disputes arising from this contract will be relegated to a private alternative dispute resolution company of the claimant's choosing for resolution via binding arbitration. Any dispute between DEN and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

18. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Service Recipient:

Client

Signature: _____ Date: _____

Authorized By: _____

Print Name

Service Provider:

DEN

Signature: _____ Date: _____

Fred Blesgraeft

Authorized Representative

Acceptance Installment:

Payment Type: _____ Payment Amount: _____