



Ryan Hinman Films Videography Contract

THIS AGREEMENT is entered into this _____ day of _____, 2008 between Ryan Hinman Films, LLC (RHF), a Utah limited liability company, and _____ and _____ (jointly and severally, the "Client").

1. **Services:** The Client retains RHF to provide the products and services as set forth on the Event Data & Schedule attached to this Agreement.
2. **Contacts and Schedule:** The contact information, dates, locations and other pertinent information are as set forth in the Event Schedule.
3. **Purchase Price and Payment:** The Purchase Price is set forth in the Event Schedule, and shall be due and payable as follows: (a) a non-refundable Retainer of _____ upon signing of this Agreement; (b) and the balance of the Purchase Price not less than one week prior to the final event.
4. **Videographer:** While RHF will use its best efforts to provide the videographer and other personnel requested by Client, RHF reserves the right to assign any competent professional to provide any of the services requested in this Agreement and based upon availability.
5. **Reserved Dates:** Upon acceptance of an order from Client and receipt of the required Deposit, RHF will reserve the date(s) and time(s) agreed upon, at which point the Retainer shall be non-refundable.
6. **Copyrights:** RHF retains all copyrights to the products produced and therefore reserves the right to use any portion thereof for advertising, display, internet promotion, publication and other purposes. Client may make limited copies of such products for personal use only but not for any commercial purposes. Client assumes legal responsibility for copies made and distributed, if the final product contains any copyrighted works not owned or procured by RHF. Any such commercial use shall require the prior, written consent of RHF.
7. **Sound:** In the event that a wireless sound system is used to capture vows or other verbal exchanges between parties, RHF will use every effort possible to capture the best sound available by the system. RHF makes no guarantees of sound quality when microphones are impeded by wind, bodily movement of the subject, adjustment of the person wearing the sound system or any other interference of the sound and equipment by guests, non observers of the event, the clients or event staff not employed by RHF.
8. **Shooting Style:** The Client understands that the videographers are hired based on their cinematic/documentary style of shooting. Therefore, the client allows the videographers the freedom to work in their chosen styles and allows RHF the freedom to make shooting and final editing decisions based on the availability of useable footage and the flow of the final edited product. RHF makes no guarantees that all friends and family will be present in the final edited product.
9. **Archiving:** RHF will use its best efforts to archive a self-contained file of any final product for one year after the date of the event. Any requests for editing changes of the final product must be made within 4 weeks after the product is delivered and may incur additional editing charges. After 4 weeks, the edited piece is archived into a self-contained file that cannot be modified. Edits after this date will require a complete re-edit of the piece at an hourly rate charged to the Client. The Client understands that the newly edited piece may be visibly different in look, tone and flow.
10. **Length of Edited Piece:** Unless agreed upon, RHF makes no guarantees about the exact length of the final piece. Due to the individual nature of each event and the music chosen for each edited piece, the final length may vary greatly. Requests to lengthen or shorten edits will incur an hourly editing rate of \$50 per hour, with a one hour minimum. A fee of \$10 per replacement DVD will also be assessed.
11. **Force Majeur:** If (a) RHF is unable to perform its obligations under this Agreement due to fire or other casualty, act of God, or any other cause beyond the reasonable of RHF, or (b) if the photographic materials are damaged in processing, lost through camera malfunction or otherwise lost or damaged, then RHF shall refund any payments made by the Client but shall have no further liability with respect to this Agreement. In any event, RHF shall not be liable for any damages, direct or otherwise, for any amount in excess of amounts paid by the Client to RHF hereunder. Additionally, RHF reserves the right to refuse to shoot in any conditions that could compromise the safety of the videographer, the equipment or anyone else involved in the production. Also, due to the live nature of weddings and special events, RHF cannot be held responsible for capturing every specific moment at the event unless RHF is given full control over lighting, locations and specific timing of individual events. RHF shall also not be held responsible for the physical appearance of the subjects', unless directly dictated by the videographer.

12. **Delivery by Client:** The Client shall deliver all photos, music, video clips, etc. to RHF not less than 4 weeks prior to the Completion Date.
13. **Delivery by LCF:** RHF will use its best efforts to deliver the finished products in a timely manner. During busy office times and based on the nature of the service provided to the client, delivery of the final product may take up to 3 months.
14. **Music Copyrights:** The Client shall provide all original, not copied or otherwise duplicated music, together with appropriate, signed releases from the copyright holder. The Client shall indemnify and hold RHF harmless from any and all claims, costs and expenses arising out of music provided by the Client. RHF will obtain music from commercial sources at the price-per-usage fee of the music provider, plus 10%.
15. **Assistance at Events:** The Client shall provide a person at each filming location to assist RHF in filming all desired activities, i.e., ring ceremony, cake cutting, toasts, etc.
16. **Warranty: THE TOTAL LIABILITY OF RHF UNDER THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE SUM OF ANY AND ALL FEES PAID TO LCF PURSUANT TO THIS AGREEMENT.**
17. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
18. **Amendments:** No term of this Agreement may be modified, amended or waived except with the written consent of both Parties.

Client Information

Client Name (Responsible Financial Party):

Brides Name:

Grooms Name:

Address:

Phone Number: (Home) _____ (Work) _____ (Other) _____

Event Information

Date of Event:

Event Types, Times and Locations:

Event A: _____ Time: _____

Location: _____

Event B: _____ Time: _____

Location: _____

Event C: _____ Time: _____

Location: _____

Event D: _____ Time: _____

Location: _____

Event E: _____ Time: _____

Location: _____

Event F: _____ Time: _____

Location: _____

Additional Services:

Pricing: Pricing is the total price of above services and products plus current sales tax rate (in U.S. Dollars). Any additional coverage or services not included herein will be applied at the time of purchase. Any discounts or special rates must be presented at time of purchase. The price of services *not retained by the client* is subject to change at the discretion of RHF.

Total Price of all services plus tax: \$ _____

Reminder: Retainers are non-refundable upon cancellation or re-scheduling of events. Retainers may be reapplied at the discretion of Ryan Hinman Films in the event the rescheduled date and videographers are available to record the event. No retainers will be reapplied if a cancellation is made within 30 days of the scheduled event.

By signing below, I acknowledge that I am entering into a legally binding contract and agree to the terms and conditions set forth above. I understand that the execution of this agreement is dependent on review and acceptance by Ryan Hinman Films, LLC.

Responsible Financial Party: (Please Print Name) _____

Signature: _____

Bride or Groom: (Please Print Name) _____

Signature: _____

Bride or Groom: (Please Print Name) _____

Signature: _____