

Wedding Video Service Agreement

This document is a legal agreement between Batista Productions, LLC. and the Client

Agreement made this _____ day of _____, _____ between
Batista Productions, LLC. and _____(client)

Wedding Information

Wedding Date

Bride's Name

Groom's Name

Coordinator's Name (if any)

Coordinator's Phone Number

Contact Name

Contact Phone Number

Contact E-Mail Address

Client's Address (where Final Product is to be delivered):

Street Address _____

City _____ State _____ Zip Code _____

WEDDING VIDEO SERVICES TERMS AND CONDITIONS

"Batista Productions, LLC." shall be referred to as "Studio" within this agreement.

TIME

Official time begins upon commencement of shooting (bride's preparations, etc.), or one hour prior to the scheduled ceremony whichever is earliest, and time shall run continuously until departing the event location. If the total job time exceeds the time contracted for, extra charges will apply at \$125 per hour.

CANCELLATION

In the event of a postponement or cancellation of this contract, so long as a minimum of thirty (30) days notice has been given to Studio, the deposits paid will be refunded. Deposits paid may also be used for any future event up to one year past the date of this contract, providing Studio has no other obligations for the future date. After that time, all deposits will be forfeited to Studio.

If Client gives less than thirty (30) days notice of cancellation or postponement but more than two (2) days, a \$250 Cancellation Fee will be charged plus trip fees, if any trips have already been made. If notice of cancellation is received after Studio has left for the rehearsal or event, the deposit and payment of first half of total fee will be considered "earned", but the last half of total (if already paid) will be refunded. Exceptions will be made for extreme weather conditions.

CORRECTIONS and CHANGES

The Client has had the opportunity to view and discuss samples of the Studio's video work and has retained the Studio as the exclusive official videographer to cover this event. The Client grants Studio full production and editorial control regarding all aspects of this production and postproduction including, but not limited to, shooting and editing style. Thus Client understands there will be no "proofing" on video work.

Corrections will be made at no charge **ONLY IF** the Studio makes a mistake on the video's postproduction (such as blank sequences during the video, no sound, misspelled main titles, or missing key footage). Edits such as deleting or adding scenes, or changing the background music of a sequence after the final movie is finalized will be considered a billable re-edit.

If no corrections are requested 15 days after the final video is delivered, it will be assumed that the client is satisfied with the final video AS IS and NO corrections will be made. We normally keep video files on our computers for 30 days from the time we send your final video, so if corrections are requested after the deadline, substantial editing charges may apply.

Studio takes utmost care with respect to the exposure, sound capture, editing, duplication and delivery of the video products and services offered. However, in the event Studio fails to comply with the terms of this contract due to any event or act, the Studio's liability is limited to the refund of monies paid to Studio.

If further changes to the final video, not related to Studio's mistake, are requested, a new agreement shall be written for that specific job. Cost for new work shall be discussed at that time as possibilities in changes vary.

MUSIC AND SOUND

Weddings with a Professional DJ

In most weddings where a professional DJ is hired, and if the DJ's equipment allows for an external audio source, the Studio will wirelessly connect to the DJ's console in order to get a live feed of all sound during the ceremony. This typically includes the sound from the DJ's microphone and music being played by the DJ during the ceremony. The same wireless connection to the DJ's console will be kept during the first part of the reception but will be limited to special dances (First Dance as Husband & Wife, Bride Dance with Dad, Groom dance with Mom, etc.), speeches, and any other "key" event that requires speakers or a special song.

Weddings without a Professional DJ

If the DJ's equipment does not allow for an external audio source, or a professional DJ is not present, the Studio will have a wireless lavalier microphone available for either the officiant or the groom to wear. This microphone will be used only during the ceremony and will capture all words spoken at an indoor setting as well as at an outdoor setting. If both the officiant and the groom refuse to wear the wireless microphone the sound capture will rely solely on the camera-mounted microphone, and the sound quality of words spoken will decrease significantly. During the reception special dances (First Dance as Husband & Wife, Bride Dance with Dad, Groom dance with Mom, etc.) the audio will be captured thru the camera-mounted microphones, but will be replaced with the original song (removing all background noise) as long as the Client provides the music files or a CD with the music. Music tracks provided must be the exact same version as the music tracks played during the dances. If Client is unable to provide original music tracks, the Client will have the option to buy the legal download of such music tracks at Client's expense. Downloaded media will be purchased under the Studio's account and will be retained by Studio as its own.

All Weddings (with or without a Professional DJ)

The rest of the reception (cake cutting, bouquet toss, garter toss, guests dancing, etc.) will be captured using the camera-mounted microphones and the original ambiance sound will be kept during its editing. Other background music may be used at the Studio's discretion during non-spoken sequences such as the Video Introduction, Bride's Preparation, Cake Cutting, Video Finale, Movie Credits, etc. The client must notify the Studio before the day of the event should the client wish to provide music selections for such sequences.

EDITING TIME

The Studio will make every effort to edit, package, and deliver the final video as soon as possible. However, because it is a lengthy process that requires close attention to details, we kindly ask the client to allow for up to 60 days from the date of the event before the final video is delivered. Expedited editing is available at an additional fee.

PRODUCTION MATERIALS

The Studio must receive digital photos, invitations, music, and any other materials that client would want used in this production, by the wedding day. Production may proceed without such materials if not supplied by this time.

RIGHTS

Client warrants that he/she has the legal rights to anything the Studio will video-capture, including photos, music, or other materials supplied by the client for use in this video, and consent of all attending guests and participants, and that Client's use will be limited to viewing by friends and family in a non-commercial manner.

Studio reserves the right to use the original footage and/or reproductions for display, promotion, publication, or other purposes. Otherwise, a notice and an additional fee of \$500 must be made by Client prior to event date.

Studio reserves the right to remove themselves and all equipment at any time there appears to be a potential danger to themselves or equipment (belligerent or rowdy intoxicated people, improper fireworks, careless discharge of firearms, etc.). No refund or other consideration shall be given in such cases.

For outdoor weddings, Studio reserves the right to immediately remove all equipment to an indoor location in the event of weather that may be hazardous to equipment or persons like lightning, strong wind, rain, etc. No refund or reduction in price shall occur in this event; however, if Client has an indoor location reserved in case of such conditions, the video coverage will continue as agreed.

TRAVEL

There is no travel fee within the Dade or Broward counties (and the north part of Monroe county), for the purpose of attending rehearsal and the wedding day, if the wedding day immediately follows the rehearsal date. This means that, for most weddings in Dade and Broward counties (and the north part of Monroe county), there is never a travel fee unless extra trips are requested. Attending rehearsal is only included in our Diamond video package. For all other video packages a \$250 fee will be charged to attend rehearsal.

For all other travel, a mileage fee of fifty-five cents (\$0.55) per mile for each trip made by Studio will be prepaid by Client. Travel for location weddings (outside of our normal coverage area) must be agreed upon and included in a written addendum to this agreement.

FEES

The itemized negotiated rate for this video and any additional options chosen by the Client will be provided by the Studio in a separate invoice.

There will be a **\$300 deposit** required immediately in order to SECURE your event's date. Deposit will be credited towards total of invoice. This agreement will be considered valid the moment it is signed and deposit is rendered.

A minimum of **\$500** (or 50% of the total balance, whichever is greater) is due BEFORE the video coverage begins. The editing process will begin AFTER the remaining balance is paid in full.

EXTRAS

- Extra trips: **\$50** each + mileage.
Note: Extra trips will not be necessary unless you have special requests.
- Extra time: **\$100** per hour if prepaid, and **\$125** per hour otherwise.
Note: You can do a "make believe" exit or any other final sequence you want on your video to allow the videographers to leave.
- Expedited Editing: **\$200** for 30 days editing, **\$300** for 15 days editing, and **\$500** for 7 days editing. Expedited editing availability may vary; please let us know in advance if you are interested in expedited editing.
- Expedited Shipping: Expedited shipping is available at the current USPS, UPS, or FedEx rates. Note: Standard 1st class USPS shipping is always FREE.
- Full-Unedited Video Files (raw footage): **\$50** if you provide the Studio with an external hard drive with a capacity of at least 500GB. **\$250** if the Studio provides the external hard drive.
- Full-Unedited Footage (raw footage): **\$100** if you prefer the raw footage on a DVD disc. Note: Unedited footage delivered on a DVD disc will be formatted to play on DVD players and will not contain computer files. Sequences shot with multiple camera angles will play simultaneously in a split-screen format.

MEDIA OPTIONS

Final Video is normally delivered to Client on a Blu-Ray or DVD disc (depending on package and options chosen); however the Studio can also deliver the final video as a computer file, web upload, or FTP upload at the Client's request.

PAYMENT

We will gladly accept the following payment methods:

- Cash
- Personal Checks*
- Company Checks*
- Cashier's Checks
- Money Orders
- PayPal@**
- Visa**
- MasterCard**
- Discover**
- American Express**

*Payment(s) by check will be considered "complete" once check(s) are cleared by financial institution. Make checks payable to Batista Productions, LLC.

**PayPal®, Visa, MasterCard, Discover, and American Express transactions will be accepted with the understanding that doing so may reduce the amount of any negotiated discount.

AUTHORIZATION:

I/We agree to the terms and conditions stated before and further agree to give non-exclusive rights to this video to Batista Productions, LLC. to reuse in promotion of their business or in any way they see fit, in any format or media that currently or may eventually exist, however I/we retain the rights to also make copies and use this video in any way we see fit.

Client's signature

Date

Client's printed name

Client's signature

Date

Client's printed name

NOTE: Only ONE signature is required to enforce this contract.

Please Check this box if you request to have more than one signature.

If someone referred you, please let us know!

Name of the person who referred you

Phone Number

If you obtained this form online, please print; select desired options, sign, and mail along with your deposit check or money order (payable to BATISTA PRODUCTIONS) to:

BATISTA PRODUCTIONS, LLC.
2096 SE 19th Street
Miami, FL 33035

