



VICTORY MEDIA PRO

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It's more than a job... it's our ministry

VMP PHOTOGRAPHY & VIDEOGRAPHY CONTRACT

Events Date _____

Celebrant Name (s) _____

Contact Name _____

Address _____

Phone (s) _____

Email Address (s) _____

Address After Event _____

Ceremony Location _____

Ceremony Time _____

Special Instructions _____

Reception Location _____

Reception Time _____

Special Instructions _____

Photographer _____

Type of Ceremony _____

Referred By _____

Total cost of service \$ _____ AS SHOWN IN INVOICE

Reservation Deposit \$ _____ Date _____

Reservation Deposit is 50% (of the total cost)

Balance amount after retainer \$ _____

* 25% of the total cost is due a week before the event and 25% after the event.

Studio Use Only



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Events Photography Contract

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between VMP and _____ from here on referred to as the client THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties. Any additional services such changes might constitute will incur additional fees agreed upon thereof.
2. RESERVATION: Upon your signature, VMP will reserve the time and date agreed upon. For this reason, the Reservation Deposit of 50% (or \$1500, whichever is less) is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. The 50% of the remaining balance is due a week before the wedding. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due on delivery of Online Picture Preview.
3. ONLINE PICTURE PREVIEW DELIVERY: After the event, VMP will provide THE CLIENT with a watermarked low resolution Online Picture Preview. The Online Picture Preview will be available to THE CLIENT within 2 weeks from the date of the event. This Online Picture Preview will contain all photographs taken at the event. All photographs will have a watermark embedded, prohibiting unauthorized use. THE CLIENT should as soon as possible provide VMP with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of exposures agreed upon in this contract) or a written release (paper or email) for VMP to use their professional discretion to compromise the list. Printing of photographs cannot commence prior to VMP's receipt of this list or the above release. THE CLIENT will have a 14 days window to review the pix and make the above list. After 14 days, their access will be disabled as discussed below.
4. FINAL BALANCE: THE CLIENT agrees if the balance is not paid on or within 14 days of initial Online Picture Preview delivery, VMP will NOT make a final delivery of selected prints, incurring no liability to VMP and resulting in loss of all monies received by VMP to date towards the package by THE CLIENT. THE CLIENT'S access to Online Picture Preview will also be disabled after these 14 days.
5. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeit. VMP agrees to refund all additional paid money, less expenditures as well as fair market value for all services/products already provided, to THE CLIENT. In case of cancellaion, \$150.00 an hour is charged for all photography services already provided and \$25.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.
6. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalize the actual shooting times and locations.
7. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. THE CLIENT is responsible in introducing VMP staff to the designated event guide. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).
8. CAMERA POSITIONS ARRANGEMENT: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the



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photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; VMP will offer technical recommendations only. Thus, THE CLIENT assumes all responsibility for obtaining any necessary permission, clearance permits, etc., which may be required for VMP to photograph each event, public or private. THE CLIENT will be responsible for obtaining and retaining permission for access to any requested camera positions as well as use of flash and for the quality of the final production resulting from the use of, or inability to use, such camera positions and flash.

9. 60 MINUTE WINDOW: The bride and/or groom agree to set aside a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 60 minute window from occurring, VMP shall not be held liable for failure to take desired photographs.

10. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. VMP is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to VMP. VMP recommends that THE CLIENT designates an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

11. SHOOTING TIME: VMP regular wedding coverage is up to 8 hours of on-sight time. Any additional time over 8 hours is charged at a rate of \$75 per hour.

12. SHUT DOWN TIME: VMP shuts down its coverage at 3 A.M. regardless of the start off time. In the event THE CLIENT needs extended night coverage, it is charged at the rate of \$75 per every half hour.

13. SHOOTING COMMENCEMENT: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and VMP agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, VMP will not be held liable for any photographs not taken.

14. DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by VMP are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without VMP's explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

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? The low resolution negatives and/or slides are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.

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? THE CLIENT must obtain written permission from and compensate VMP prior to an event where THE CLIENT or THE CLIENT'S friends or relatives publish or sell the photographs for profit.

15. MODEL RELEASE: THE CLIENT hereby assigns and grants VMP and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases VMP and its legal representatives from all



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claims and liability relating to said photographs. It is agreed that VMP may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public displays such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by VMP.

16. GUEST PHOTOGRAPHY: It is understood that VMP will act as the primary wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by VMP, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photography is in session. VMP suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of VMP to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. VMP will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time VMP equipment is being packed up.

17. VENDOR COOPERATION: THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

18. GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. VMP will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

19. COMPLETION SCHEDULE: The printing process can only start once VMP receives the order list for the required images or the permission to create such a list as discussed earlier. Online upload takes approximately 2 weeks. Creation of a wedding album takes 4-8 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy. The latter dates, are counted from the date of the order list submission.

20. PAYMENTS: THE CLIENT agrees that 50% (or \$1500 whichever is less) deposit is required at the time of contract acceptance; 50% of the remaining balance is due a week before the wedding and 100% of the remaining balance is due on THE CLIENTS' receipt of the Online Picture Preview.

21. FINAL DELIVERY: VMP will deliver the prints and any additional material listed on the invoice once printing is completed. VMP will also deliver a low resolution CD of all the images. High resolution prints of these images can be ordered from VMP at the specified tariffs.

22. METHOD OF REMUNERATION: Payments can be made by cash, check, credit card, money order or paypal transfer. All payment receipts will be provided.

23. PENALTY FEES & CHARGES: There is \$35 fee added to the total balance for any bounced check given to



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VMP by the CLIENT.

24. RIGHT OF WITHDRAWAL: VMP's discovery of new information, changes to agreed circumstances, or other factors that tend to circumvent its policies may result in its withdrawal. Non-cooperation, changes in locations, facilities or available times, missed appointments, and late payments are examples of contributing factors. Should VMP initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$150.00 an hour is charged for all photography services provided and \$25.00 an hour is charged for all other services, consultations and all driving time rounded up to the nearest half-hour.

25. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. VMP will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

26. VMP takes the utmost care with respect to covered footage, its transportation and processing, including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S footage being lost, stolen or destroyed for reasons within or beyond VMP's control, the latter's liability is limited to the return of all payments received for video coverage. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of footage shall be a prorated amount of the footage lost based on the percentage of the total footage.

27. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, VMP cannot place an unconditional guarantee on the above. VMP will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of VMP's control.

28. PERFORMANCE: The performance of this contract on behalf of VMP will be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

29. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

30. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and VMP at the time of acceptance of this contract shall be recognized as amendments to this contract.

31. REPRINT ORDERS: Reprints of photos (or additional prints of photos not included in the package, but which is part of the additional low resolution images provided on CD) may be ordered at the following rates:

?? 4" X 6" - \$3

?? 5" X 7" - \$5

?? 6" X 8" - \$8

?? 8" X 10" - \$10



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??10" X 12" - \$15
??12" X 16" - \$25
??16" X 20" - \$45
??20" X 24" - \$75
??20" X 30" - \$100
??24" X 36" - \$200

***Framing of Photographs Comes at Additional Prices Respectively

*** Additional Albums or Photobooks Can Be Ordered at Respective Prices

??Additional Low Resolution CD/DVD - \$20

??Additional Image Manipulation - \$5 per image

??Additional High Resolution Negatives CD - \$250

??Additional Overtime - \$75 per hour

Please note that these prices are subject to change without any prior notice.

31. PROFESSIONAL IMAGE MANIPULATION: VMP will allow for limited professional image manipulation (if technically possible) on the images of THE CLIENT'S choice agreed in the package. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, color correction, special effects, portrait glamorization, etc. It is understood that if a technicality prevents VMP from performing requested image manipulation or if a technicality prevents the final result from meeting THE CLIENT'S requirement, THE CLIENT will reside with the fact that VMP has performed to its best ability with regard to the specific task and that VMP has no further responsibility towards said image manipulation.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed _____ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ (Witness)

Signed _____ (on behalf of VMP)

Date _____



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Events Videography Contract

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between VMP and CLIENT'S NAME from here on referred to as the client THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties
2. RESERVATION: Upon your signature, VMP will reserve the time and date agreed upon. For this reason, the Reservation Deposit of 50% (or \$1500, whichever is less) is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding videography package. The 50% of the remaining balance is due a week before the wedding. THE CLIENT understands and agrees that the entire amount owed for the wedding videography package described in the contract is due at the pick up of the master DVD.
3. CAMERA POSITIONS ARRANGEMENT: Client assumes all responsibilities for obtaining any necessary permission, clearance permits, etc., which may be required for VMP to videotape each event, public or private. Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of, or inability to use, such camera positions.
4. SHOOTING TIME: VMP regular wedding video coverage is up to 8 hours of on-sight time. Any additional time over 8 hours is charged at a rate of \$75 per hour.
5. SHUT DOWN TIME: VMP shuts down its coverage at 3 A.M. regardless of the start off time. In the event the THE CLIENT needs extended night coverage, it is charged at the rate of \$75 per every half hour.
6. COPYRIGHT RELEASE: The client warrants that he/she has the legal rights to anything VMP will videotape, including photos, musical recordings, videotapes, or any other materials delivered to VMP for inclusion in the clients videotape or DVD. The Client agrees to indemnify and hold VMP harmless for any loss, damage, or liability for infringement of any rights arising from the use or sale of tapes the client hires VMP to produce, edit, or duplicate.
7. FOOTAGE OWNERSHIP: VMP reserves the right to use videos produced for display, publication, advertisement or other purposes. All video masters and raw footage remain the exclusive property of VMP.
8. CANCELLATION: The client reserves the right to terminate the contract for any reason at any time up to the date of the event. Should the client terminate the contract, all money paid less the Reservation Deposit and the expenditures already incurred (for which the receipts/evidence will be provided) will be refunded. \$25.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.
9. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects/happenings of whom/which specific coverage is desired. THE CLIENT is responsible in introducing VMP staff to the designated event guide. The videographer will NOT be held accountable for not covering desired people or happenings if there is no one to assist in identifying the



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desired items for coverage.

10. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. VMP is not responsible for key individuals' failure to be present or to cooperate during the coverage, neither for missed footage due to details not revealed to VMP. VMP recommends that THE CLIENT designates an "event guide" (see EVENT GUIDE above) to point out important individuals to the videographer, whom THE CLIENT wishes to include in informal or candid coverage.

11. VENDOR COOPERATION: THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the videographer. Coordination with other service providers is necessary to complete all the videography sessions and interviews as necessary. Events during the wedding day should be planned to make the best use of time from all vendors.

12. GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. VMP will not tolerate verbally or physically abusive behavior, nor will it share its time or compete with guest videographers or photographers for the attention of the subjects. Unchecked guest conduct that interferes with videography may seriously affect the quality of the footage taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the videographer, it will result in the early or immediate departure of the videographer. THE CLIENT understands that in such an event, no refunds will be granted.

13. EDITORIAL RELEASE: The client has critically viewed samples of VMP's video work and hereby grants full editorial and production control to VMP regarding all aspects of the production and post-production services for the event. In case that a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master DVD, it is at the sole discretion of VMP as the exclusive producer of the event video recording. Graciously, VMP grants the client an opportunity for one final review of the master DVD with possible amendments based on raw footage. Changes requested to the final video after delivery of this second master to client are charged at a rate of \$85 dollars an hour. Changes requested to the final video after delivery of this second master to client are charged at a rate of \$85 dollars an hour and THE CLIENT must be present at this second reediting to avoid any further editing that will be charged additionally.

14. PROPERTY RELEASE: All personal property provided by client to VMP for utilization in the post-production of their videotape is received by VMP at the complete and total risk of the client. VMP will make every effort to insure the safekeeping of a client's personal property while in its possession and return same to client upon delivery of the edited master copy DVD.

15. LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative videographer. VMP will make every effort to secure a replacement videographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the wedding package.

¶ VMP takes the utmost care with respect to covered footage, its transportation and processing, including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S footage being lost, stolen or destroyed for reasons within or beyond VMP's control, the latter's liability is limited to the return of all payments received for video coverage. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of footage shall be a prorated amount of the footage lost based on the percentage of the total footage.



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16. DVD COMPATIBILITY: VMP produces DVDs using the most compatible media for set top players (DVD-R). VMP is not responsible for incompatibility with the DVDs created and the client's player.

17. COMPLETION SCHEDULE: The master DVD will be completed within 4-8 weeks from the time of the coverage.

18. METHOD OF REMUNERATION: Payments can be made by cash, check, credit card, money order or paypal transfer. All payment receipts will be provided.

19. PENALTY FEES & CHARGES: There is \$35 fee added to the total balance for any bounced check given to VMP by the CLIENT.

20. RIGHT OF WITHDRAWAL: VMP's discovery of new information, changes to agreed circumstances, or other factors that tend to circumvent its policies may result in its withdrawal. Non-cooperation, changes in locations, facilities or available times, missed appointments, and late payments are examples of contributing factors. Should VMP initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, \$25.00 an hour is charged for all services, consultations and all driving time rounded up to the nearest half-hour.

21. PERFORMANCE: The performance of this contract on behalf of VMP will be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

22. NON-GUARANTEE: Although every possible care will be taken to produce footage of all important and special events during the wedding, VMP cannot place an unconditional guarantee on the above.

23. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

24. AMENDMENTS: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and VMP at the time of acceptance of this contract shall be recognized as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed _____ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ (Witness)

Signed _____ (on behalf of VMP)

Date _____



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