



## Bar/Bat Mitzvah Video Contract

3617 Manor House Dr.  
Charlotte, NC 28270  
Phone: (704) 309-3659

[www.visualimpressionsnc.com](http://www.visualimpressionsnc.com)

Visual Impressions, here after referred to as V.I. agrees to provide  
hereafter referred to as the Client, with video production services for the indicated fee on the indicated dates.

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Email: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Home#: \_\_\_\_\_ Cell #: \_\_\_\_\_

V.I. has been contracted to perform the video services selected below. Coverage locations and times will be as follows:

Child's Name: \_\_\_\_\_

Service Location: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_

Party Location: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_

Party Theme/Colors: \_\_\_\_\_

### Services Selected

Combo Package	Montage (100 pictures shown at party)	Growing up Photos (35 pictures on service DVD)
Green Screen	Concept or Music Video	Video invitation or thank you

**If you don't see it or you have an idea, ask.**

Special Terms/Requests: \_\_\_\_\_

Growing up photos or Montage photos (#\_\_\_\_\_) Additional Photos (#\_\_\_\_\_) X \$3.50: Ea

Home video clips can be included. Price to be based on quantity and delivery methods

Deliverables: 2 DVD copies in package. Additional copies requested: \_\_\_\_\_ x \$25.00 ea.

Contract Cost: \$ \_\_\_\_\_

Down Payment: \$ \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

We agree to the all of the above and the GENERAL TERMS on the next page.

Client \_\_\_\_\_ V.I. \_\_\_\_\_

date \_\_\_\_\_ date \_\_\_\_\_

**Please make checks payable to: Rob Morse**

## GENERAL TERMS

**HOME VIDEO:** Client hires V.I. to make a videotape for private, home use. Tape is copyright V.I.; unauthorized copying is prohibited. Camera original and edit master videotapes remain the property of V.I. Client grants permission to V.I. to display the tape, or segments thereof, for promotional purposes and entry into professional video competitions.

**RESERVATION:** A signed contract and reservation fee equal to 1/3 of this contract are required to reserve the specified coverage. The final 2/3 is due on or prior to the day of the event. Footage will not be released to the client until this contract has been paid in full.

**CONTRACT:** All terms are in writing, whether in initial contract or mutually agreed modification. Prior verbal discussions are superseded. If client CANCELS this contract, the cancellation must be received in writing or the full amount of this contract will be due.

**RIGHTS TO INCLUDED MATERIAL:** Client warrants that he has the legal rights to anything V.I. will videotape including live action, voices, photographs, audiotapes, CDs, videotapes, or any other elements delivered to V.I. for inclusion in the production. Any copyrighted music placed in the video, must be owned and provided by the customer on original disc. Client shall indemnify and hold V.I. harmless for any loss, damage, or liability for any infringement of any rights arising from the use or sale of tapes that Client hires V.I. to produce, edit, or duplicate.

**RESPONSIBILITY FOR CLIENT-FURNISHED MATERIALS:** Although V.I. takes utmost care with client-furnished photographs, videotapes, artwork, and other materials for inclusion in the video, V.I. responsibility for lost or damaged materials extends only to the cost of raw stock and processing. Furthermore Client will deliver materials to be included in video in a timely manner or forfeit, without reduction in cost, that aspect of purchased package.

**VIDEO PRODUCT.** V.I. will make best efforts to give the Client the best audio and video recording possible, but makes no guarantee either expressed or implied, regarding the quality of audio/video recordings that are subjective and influenced by many factors beyond V.I.'s complete control in live or unstaged events, like weddings. Since client engages V.I. for their technical and artistic expertise, V.I. reserves the right to edit the material at their discretion. V.I. does not guarantee that everyone involved in the event will be videotaped or included in the final edited videotape.

**PRIORITY:** V.I. is the exclusive professional videographer and will have the first choice of camera locations. Other videographers may not use lights or wireless microphones without V.I.'s consent. Other photographers and videographers must not interfere with V.I.'s crew and will be instructed by Client not to be in V.I.'s camera(s) view.

**HOUSE RULES:** Production is subject to "house rules" of designated locations. Negotiation with site officials for modification of these rules is the responsibility of the Client. Client acknowledges that reasonable light and camera view are required for good video imaging.

**OVERTIME:** Overtime charges of \$100.00 per hour apply when V.I. must continue beyond the time in the Coverage Schedule to capture essential event activities, or is requested by Client to remain for an extended event.

**EDITING:** Original material will be edited at V.I.'s discretion. V.I. may at their option remove material considered lewd or offensive to a reasonable person.

**INTERVIEWS** (Guest Dedications): V.I. will be tactful in conduct of interviews and will make no more than two requests to any particular individual. Client or representative will direct V.I. to interviewees.

**CANCELLATIONS:** With 60 days notice, V.I. will refund payments, minus an administrative fee equal to the reservation fee or labor and materials charges accrued up to time of cancellation (whichever is greater). If client cancels within 31 days of the event, the second payment will be due. With fewer than 60 days notice, client forfeits all payments made at that point. Depending on particulars, V.I. may provide a credit toward other services.

**LIMITATIONS OF LIABILITY:** V.I. will exercise reasonable care in providing service and handling Client's materials. V.I. shall not be liable for losses due to causes beyond V.I.'s control. If the videographer fails to perform as scheduled, due to circumstances beyond the control of V.I. (i.e. Illness, accident, theft, vandalism or failure of equipment, Act of God or nature) the amount of damages paid to or suffered by the client will be limited to the amount(s) paid to V.I. (i.e. refund of retainer or total paid to date) and not to exceed the agreed upon amount of this contract. Client agrees to forfeit all punitive damages. No other warranty is expressed or implied.

**COMPLETION, ACCEPTANCE & ADJUSTMENTS:** Client shall view the completed tape and accept deliverables based on conformance to written contract. Any requested stylistic changes shall be considered "Additional Editing." Any claims for adjustments in connection with service or materials provided by V.I. must be presented within five business days from date of delivery; otherwise Client has waived all claims. Original copies may be purchased. These copies will be available for 1 month after delivery of edited master tape.

The client has read and understands all terms contained within the general terms. Please Initial: