

# Ocean Mist Videography

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## TERMS AND CONDITIONS OF AGREEMENT Wedding Video Production

**1. SCOPE AND PURPOSE:** This agreement supersedes and replaces all previous understandings, agreements or contracts, written or verbal, between Ocean Mist Videography (hereafter referred to as "OMV") and the contracting person(s) such as the Bride and Groom (hereafter referred to as "The Client"). The purpose of this agreement is to protect both OMV and the Client. This Agreement becomes valid when the Client and a representative of Ocean Mist Videography sign (or initials) both pages of this document.

**2. RESERVATION OF TIME AND DATE:** This agreement constitutes an order for one video production of the Client's wedding day events to be delivered on either DVD-R or Blu-ray (HD) format. Upon execution of this agreement and receipt of a non-refundable retainer fee, OMV will reserve the time and date agreed upon, and will make no other reservation for that time for the duration of the agreement. In the event that more than one client wishes to book wedding services on the same day, preference will go to the first client to submit both a completed Agreement and retainer. The retainer fee is non-refundable if the wedding is cancelled for any reason, or if the date is changed. A \$50 fee will apply to all NSF cheques. If the retainer is paid by cheque and the cheque is returned, the contract is void and the date is no longer secured.

**3. CHANGES TO RESERVATIONS:** Rescheduled weddings will only be accommodated if the new date does not conflict with another booked event. If available, OMV will film the new date at the current rates in effect at the time of the change. If OMV is not available on the new date, the Client forfeits the retainer fee. The Client must notify OMV in writing of any requested changes to this Agreement. Coverage can be upgraded up to 30 days from the event date to add additional time or options. Once the Agreement is accepted, coverage cannot be downgraded below our least expensive established video package described herein without being subject to a Contract Cancellation Penalty of one hundred dollars (\$100.00).

**4. PRODUCTION AND EDITORIAL CONTROL:** In signing this contract, the Client acknowledges having been given the opportunity to critically view samples of OMV video work, and has obtained OMV as the exclusive official (hired) videographer to cover the event. Friends and family are permitted to operate video recording devices on the condition that they do not interfere with our professional coverage. Upon entering into this agreement, the Client accepts and approves of the professional and creative judgment made by OMV as to the outcome of the final production as outlined in the package description described herein. Once the final production is delivered, any additional editing requested by the Client due to change in taste or information, including additions, omissions, retractions or alterations, will be subject to additional editing charges (minimum flat rate of \$300). The Client will be given the opportunity to purchase the raw footage to view and to comment prior to post-production. Upon taking possession of the finished edited product, the Client must inform OMV of any technical errors with the video within 14 days unless otherwise stipulated. All stipulations must be in writing, prior to the commencement of the event. After 14 days, if no notification has been received, the Client will be deemed to be satisfied with the product. Any technical errors will be corrected free of charge. Any special requests for filming or editing must be made in writing to OMV prior to the commencement of the event.

**5. RESTRICTIONS:** OMV guarantees coverage of all contracted events only within the bounds of any restriction imposed by others and constraints of the physical environment, safety, adverse weather (rain, wind, extreme temperatures, etc) or other Acts of God, venue lighting and other circumstances beyond our control. The Client is responsible for obtaining all permissions and clearances with all venues regarding placement of cameras for the filming of the event. OMV will respect and abide by the "house rules" of the specific venue at all times. OMV will not be held responsible (nor will there be any reduction in fees) for the absence of certain shots due to such rules and/or directions, or due to interference by wedding guests, other vendors or any other people. Any footage negatively compromised by the actions of others or Acts of God may be eliminated from the final production.

**6. CLIENT REQUESTED MEDIA:** OMV must receive photos, invitations, music, checklists, and any other materials that client requests to be used in the video production, by the wedding day. Depending on the wedding package chosen, insertion of such media may be subject to additional fees. Production will proceed without such materials if not supplied by this time. If such materials are subsequently supplied after the wedding day, additional editing fees will apply. All submitted materials will be returned to the Client with the delivery of the finished product. Although all possible care will be taken to safeguard these materials, OMV is not responsible for any materials lost or damaged while in our possession or in transit beyond material replacement cost.

**7. PROPERTY RIGHTS:** The Client warrants that he/she has the legal rights to anything OMV will film or any other media/materials delivered to OMV for inclusion in the Client's product (including photos, musical recordings, additional video footage, etc). The Client must seek and provide us with

written permission from the original photographer prior to the inclusion of any professional image(s) in the video production. The Client agrees to indemnify and hold OMV harmless for any loss, damage, or liability for infringement of any rights arising from the use or sale of videos that the Client hired OMV to produce, edit, or duplicate. The resulting video is intended for private home use by the Client, and the Client therefore assumes any responsibility and liability should the video be publicly performed or displayed by the Client (including the internet).

**8. DISPLAY RIGHTS:** In accepting this agreement, the Client is acting for all members of the party, guests and participants by granting OMV all rights to the use of all images (whether motion video or still images) and audio produced under this contract for display, exhibition, airing, promotion, newsletters, contests, websites, and advertising without compensation or liability to the Client. Exceptions to these display rights may be granted to any Client upon their written request. Unless otherwise specified, the Client acknowledges OMV as the owner of all copyrights to the raw and edited footage. Any duplication, reproduction or distribution without the express written consent of OMV is strictly prohibited.

**9. RESPONSIBILITIES OF THE CLIENT BEYOND PAYMENT:** (1) The Client agrees to include 1 place setting and 1 meal for OMV at the reception and to reserve a place setting for OMV as close as possible to the location of speeches and toasts (i.e. podium) allowing for extra space for camera equipment adjacent to the reserved seating. (2) The Client agrees to supply OMV with all accurate information (times, location venues, contact info) in writing three weeks prior to the wedding date. In the event of changes to information supplied within this contract, the Client will contact OMV immediately in writing and amendments will be made to this contract, subject to availability; (3) The Client should inform the DJ, photographer, Master of Ceremonies and coordinators that the wedding will be filmed. OMV is not responsible if the event coordinator (such as the MC) begins an event or activity prior to ensuring that the videographer is present and ready to film.

**10. DELIVERY SCHEDULE:** All reasonable efforts will be made to produce the final video media production within eight to sixteen weeks following the wedding date, contingent upon the Client supplying OMV with all necessary information, full payment, and other requested media. When the client has fulfilled all their obligations, production shall take no more than twelve months following the wedding date.

**11. LIABILITY AND GUARANTEES:** Since weddings are uncontrolled events, OMV makes no guarantees either expressed or implied in regard to the aesthetic qualities of the completed video production or any guarantees concerning any particular effect, interview or other special request. Ocean Mist Videography limits any liability for loss, damage, or failure to deliver the event video to the return of all payments made. If Ocean Mist Videography is unable to film the event due to unforeseen circumstances on our part (including but not limited to illness, accidents, medical emergencies, death in the family, labour disputes, acts of God and other catastrophes, or uncontrollable and unforeseeable equipment failure), Ocean Mist Videography reserves the right to terminate this agreement. In cases of equipment failure (either partial or complete) or any situation that arises under our control that negatively impacts the final production, partial or full refunds may be issued at the discretion of Ocean Mist Videography.

**12. DISC COMPATIBILITY:** OMV produces video discs using the most compatible media for set-top players (DVD-R or Blu-ray). OMV is not responsible for incompatibility with the discs created and the Client's player(s). Sample DVDs are available for testing upon request. Defective discs will be replaced free of charge. Discs scratched by the client will not be replaced under warranty.

**13. ADDITIONAL CHARGES:** In certain situations, upon the written or verbal consent of the Client, there may be a requirement to charge extra for footage or coverage that is not included with a given video package (such as travel expenses, overtime, or additional video options). The Client acknowledges that our policies for all extra charges are located within our "Handbook" on our website at www.oceanmistvideos.com.

**14. PAYMENTS:** Payment will be made in accordance with the established payment schedule: (1) a \$300.00 retainer fee is required at the time of booking; (2) the balance of the wedding package (and any enhancements and upgrades) is due 7 days prior to the wedding day; and (3) all post-production enhancements and upgrades ordered after the wedding date require pre-payment. **Failure to pay the remaining balance in full 7 days prior to the event date will result in a cancelled booking, forfeiture of the retainer, and an Agreement that will be considered null and void.** Payment options accepted include: personal cheques, money orders, Interac e-transfers, major credit cards (via Internet), or cash. Personal cheques are payable to **Ocean Mist Videography**. A \$50 fee will apply to all NSF cheques. We accept online payments on our website.

Client Initials: \_\_\_\_\_ OMV Initials: \_\_\_\_\_

**Wedding Date:** \_\_\_\_\_

**Bride's Name:** \_\_\_\_\_

**Client's Mailing Address:**

**Groom's Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell or Other)

**Email:** \_\_\_\_\_

**Ceremony Location:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Your Hired Photographer is:**

**Reception Location:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Please Select Your Wedding Film Package:**

**NOTE: Agreements that do not have a package chosen will not be accepted. No exceptions.**

If you are unsure which package to choose, we recommend that the least expensive package be selected as you may upgrade packages and selected options up to 30 days prior to the event.

<input type="checkbox"/> <b>A: Essentials- \$800.00</b> <ul style="list-style-type: none"> <li>• up to 4 consecutive hours of coverage (add more time @ \$150/hr)</li> <li>• If applicable, dual HD camera coverage for ceremony - 1 videographer &amp; 1 stationary cam - Single camera coverage for all other events</li> <li>• Professional documentary edit (60-90 mins)</li> <li>• 1 disc copy - choice of DVD or Bluray (extra copies available)</li> <li>• Fully customized disc menu, disc cover and surface art (from video stills)</li> </ul>	<input type="checkbox"/> <b>B: Everlasting - \$1200.00</b> <ul style="list-style-type: none"> <li>• Up to 7 consecutive hours of coverage with professional digital audio recording</li> <li>• Dual HD camera coverage at ceremony with 1 videographer &amp; 1 stationary cam and single camera coverage for all other events</li> <li>• Professional documentary edit (75-120 mins)</li> <li>• 3 disc copies - choice of DVD or Bluray (extra copies available)</li> <li>• Fully customized disc menu, disc cover and surface art</li> <li>• Classic film style opening and closing credits</li> <li>• Short film excerpt (1-2 mins) can be shared online upon request</li> </ul>
<input type="checkbox"/> <b>C: Elegance - \$1800.00</b> <ul style="list-style-type: none"> <li>• Up to 9 consecutive hours of coverage with professional digital audio recording</li> <li>• Dual HD camera coverage for the full ceremony with second videographer for ceremony - Single camera coverage of all other events</li> <li>• 5 disc copies - choice of DVD or Bluray (extra copies available)</li> <li>• Fully customized disc menu, disc cover and surface art</li> <li>• Enhanced film style opening and closing credits</li> <li>• Professional documentary edit (90-120 mins)</li> <li>• Cinematic Highlights - a short recap montage for the film's finale</li> <li>• Complimentary online hosting of your Wedding Highlights on our blog to share with family &amp; friends</li> </ul>	<input type="checkbox"/> <b>D: Epic - \$2500.00</b> <ul style="list-style-type: none"> <li>• Up to 10 hours of continuous coverage (no gaps)</li> <li>• Two HD camera angles during the full ceremony and reception toasts (One camera coverage of all other events)</li> <li>• Second videographer for ceremony</li> <li>• Cinematic Version – Director's Cut</li> <li>• Documentary Version - 2 hour long</li> <li>• Cinematic Highlights - a short video montage for the film's finale</li> <li>• Movie Trailer - available for online viewing shortly after the wedding</li> <li>• 10 disc sets – choice of DVDs or Blu-ray format</li> <li>• 2 Disc Set - includes outtakes and extended scenes</li> <li>• Custom designed photo inserts, printed disc artwork and disc menus</li> <li>• Enhances film style opening and closing credits</li> <li>• Online Video Gallery – includes various wedding clips</li> <li>• Complete archive of all edited footage - (Client must supply hard drive)</li> </ul>

**TRAVEL FEE:** A travel fee will apply ONLY if any wedding event occurs outside of the Municipalities of Argyle, Yarmouth or Clare. (if applicable) If OMV advises you that a travel fee applies to your wedding, please indicate the negotiated amount in the following block: \$

**Additional Notes:**

- (1) The balance of the chosen wedding package is due 7 days prior to the wedding date and payable to Ocean Mist Videography; **Failure to pay the remaining balance in full 7 days prior to the event date will result in a cancelled booking, forfeiture of the retainer, and an Agreement that will be considered null and void.**
- (2) Overtime is charged at a rate of \$150/hr (billed in 30 minute intervals): (a) after 10:00 PM and/or (b) any filming required beyond the contracted package coverage;
- (3) Enhancements and upgrades can be ordered 30 days prior to the wedding date which will require an addendum to this agreement.
- (4) Our complete policies are fully described within our downloadable "Handbook of Videography Services" available on our website (www.oceanmistvideos.com). If these established film packages do not suit your wedding events, we can create a customized package specific to your needs.

**I have read, fully understand and agree to the terms and conditions of this Agreement with Ocean Mist Videography.**

\_\_\_\_\_  
Client's Signature Date

\_\_\_\_\_  
OMV Representative Signature Date

**AGREEMENT VALIDATION**  
OMV use only. Agreement void without approval:

Retainer of \$ \_\_\_\_\_ received and booking  
accepted by \_\_\_\_\_ Date: \_\_\_\_\_

Remaining Balance Due: \$ \_\_\_\_\_

At signing, addendum was required to this Agreement: Yes or No