

  
**MAGIC HOUR  
PRODUCTIONS**  
**Client Contract**

|   |  |                                |                       |
|---|--|--------------------------------|-----------------------|
| Client _____  |  | Wedding Date _____             |                       |
| Permanent Address For Shipping _____  |  |                                |                       |
|   |  |                                | Client's Number _____ |
| Bride's Name _____  |  | Groom's _____                  |                       |
| Address _____   |  | Address _____                  |                       |
| Phone _____   |  | Phone _____                    |                       |
| () Rehearsal Address _____  |  | Date _____                     | Time _____            |
| () Ceremony Address _____   |  | Date _____                     | Time _____            |
|   |  | Arrival at Ceremony Time _____ |                       |
| () Reception Address _____  |  | Date _____                     | Time _____            |
| <p><b>Charges:</b> The package fee is based on the Videographer's Standard Price List and includes the copies described therein. If the fee is not based on a package but is a session fee, all copies shall be billed in addition to the fee and in accordance with the Standard Price List. In addition to either the package fee or the session fee, the extra charges set forth below shall be billed if and when incurred.</p> |  |                                |                       |
| () Package ( _____ ).....   |  | \$ _____                       |                       |
| Extra Charges   |  |                                |                       |
| Additional copies.....  |  | \$ _____                       |                       |
| Cases.....  |  | \$ _____                       |                       |
| Additional Camera.....  |  | \$ _____                       |                       |
| Editing.....  |  | \$ _____                       |                       |
| Overtime.....   |  | \$ _____                       |                       |
| Travel.....   |  | \$ _____                       |                       |
| Other (A La Carte).....   |  | \$ _____                       |                       |
|   |  | Subtotal                       | \$ _____              |
|   |  | <b>Total</b>                   | \$ _____              |
|   |  | Less Deposit                   | \$ _____              |
|   |  | <b>Balance Due</b>             | \$ _____              |
| <p>The parties have read both the front and back of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.</p>   |  |                                |                       |
| Client _____  |  | Date _____                     |                       |
| Videographer _____  |  | Date _____                     |                       |

6931 Wesley Court Indianapolis, IN.46220  
 Phone: 317.513.1496  
 Email: [magichourproductions@hotmail.com](mailto:magichourproductions@hotmail.com)



## Terms and Conditions Contract

1. **Deposit and Payments.** The Client shall make a deposit to retain the Videographer to perform the services herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due.
2. **Cancellation.** In the event of a postponement or cancellation of the wedding/contract, the retainer paid is not refundable.
3. **Video Materials.** Videographer advises and warrants to the Client that the original copy of the videotape will be retained by the photographer for 6 months from the date of the event. The Videographer shall not be responsible for the original copy of the videotape after 6 months from the date of the event. Ask for details.
4. **Copyright and Reproductions.** The Videographer shall own the copyright in the videotapes created and shall have the exclusive right to make copies of them. The Videographer shall only make copies for the Client or for the Videographer's portfolio, demo-reel, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for viewing within or on the outside of the Videographer's studio.
5. **Failure to Perform.** If the Videographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties. Videographer shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that the videotape is lost through camera malfunctions, lost in the mail, or otherwise lost or damaged without fault on the part of the Videographer. In the event the Videographer fails to perform the pursuant to the term of this Agreement for any other reason, including but not limited to problems with exposure, editing, duplication, or delivery, Videographer shall not be liable for any amount in excess of the retail value of the Client's order.
6. **Videographer.** The Videographer may substitute another Videographer to take the video in the event of Videographer's illness or scheduling conflicts.
7. **Credit.** Videographer reserves the right to place a credit line at the beginning and end of the videotape as well as on the cassette or any packaging.
8. **Client's Originals.** If client is providing original videotapes to the Videographer for duplication or any other purpose, in the event of loss or damage the Videographer shall not be liable for an amount in excess of \$ N.A. per tape.
9. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of \_\_\_\_\_.
10. **Completion, Acceptance & Adjustments.** The video will be completed approximately 10-14 weeks after the event. In the event of a delay, Magic Hour Productions will inform Client appropriately. Client shall view the completed video, and accept deliveries based on conformance to written contract. Any requested stylistic changes shall be considered "Additional Editing." Any claims for adjustment in connection with service or materials provided by Magic Hour Productions must be presented within five business days from the date of delivery; otherwise client has waived all claims.
11. **Rights to Included Material.** Client warrants that he has the legal rights to anything Magic Hour Productions will videotape include in live action, voices, photographs, audio tapes, CDs, videotape, or any other element delivered to Magic Hour Productions for inclusion in the production. Client shall indemnify and hold Magic Hour Productions harmless for any loss, damage, or liability for any infringement of any rights arising from the use or sales of tapes that client hires Magic Hour Productions to produce, edit, or duplicate.
12. **Legality.** If Videographer is required to use resources to enforce the terms of this contract, or is required to obtain legal counsel to defend himself in litigation brought by Client, Videographer shall be reimbursed reasonable fees and costs if a legal determination is made in his favor.

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