

This agreement is between _____ and _____
_____, ("Clients"), and OSCAR PRODUCTION LLC ("Oscar")

I. CLIENT'S INFORMATION

Clients Name(s) _____
Address: _____
Tel: _____ Email: _____

Clients Name(s) _____
Address: _____
Tel: _____ Email: _____

Additional Contacts photographer may be able to contact on the day of the event:

(1) Name: _____ Mobile Number: _____

(2) Name: _____ Mobile Number: _____

II. THE EVENT

Type of the Event: _____

If this is a wedding please check all the locations that photographer's need to photograph at:

____ Ceremony _____ Reception
____ Groom's Residence _____ Brides Residence.
____ Other (Specify _____)

Please Provide the address information for all that applies:

(i) **Ceremony Name of Location:** _____ Address: _____

_____ Phone: _____

(ii) **Reception Name of Location:** _____ Address: _____

_____ Phone: _____

(iii) **Groom's Residence:** _____ Address: _____

_____ Phone: _____

(iv) **Bride's Residence:** _____ Address: _____

_____ Phone: _____

(v) **Other:** _____ Address: _____

_____ Phone: _____

III. SERVICES

(1) Oscar will perform the videography/photography and or services described below ("Services"): _____

(2) While performing the Services, Oscar shall be aware of and abide by the following restrictions: _____

IV. PACKAGE CONTENTS

<u>SILVER</u>	<u>GOLD</u>	<u>PLATINUM</u>
<ul style="list-style-type: none">• Up to eight hours coverage• One video camera• Photography productions• Bride's house coverage• Ceremony coverage• Reception coverage• Four blu-ray DVD's• One magazine style album• 150 (5×7) Prints• 10 (8×10) Prints• 2 (11×14) Prints	<ul style="list-style-type: none">• Up to eight hours coverage• Two video cameras• Photography productions• Bride's house coverage• Groom's house coverage• Ceremony coverage• Reception coverage• Six blu-ray DVD's• Premium leather album	<ul style="list-style-type: none">• Engagement session• Unlimited coverage• Three video cameras• Camera crane• Photography productions• Bride's house coverage• Groom's house coverage• Ceremony coverage• Reception coverage• Ten blu-ray DVD's• Premium leather

<ul style="list-style-type: none"> • 1 (16×20) Prints <p>Price \$4,500.00</p>	<ul style="list-style-type: none"> • Two magazine style albums • Digital slide show with music • 200 (5×7) Prints • 12 (8×10) Prints • 2 (11×14) Prints • 2 (16×20) Prints • 1 (20×30) Prints <p>Price \$5,900.00</p>	<ul style="list-style-type: none"> album • Two magazine style albums • 20 Page coffee table album • Digital slide show with music • Option of live stream production • 250 (5×7) Prints • 20 (8×10) Prints • 4 (11×14) Prints • 3 (16×20) Prints • 2 (20×30) Prints <p>Price \$ 7,500.00</p>
<p><u>ADDITIONAL AL LA CARTE</u> Video camera \$1500 Camera crane \$800-\$1200 Engagement session \$500 with package \$1200 without package Live stream production \$500 Projection Screen \$400 Digital slide show with music \$350 Additional locations \$500 Blu-ray DVD \$25 Website \$250.00</p>	<p>REPRINT PRICE LIST 4x6 \$1.50 5×7 \$2.50 8×10 \$10.00 11×14 \$69.00 16×20 \$110.00 20×30 \$189.00</p>	

Package Chosen _____ Price \$ _____

Start Time: _____ End Time: _____

Additional Fee _____ Price \$ _____

Additional Fee _____ Price \$ _____

Total \$ _____

Less Deposit: \$ _____ (not less than \$25%)

Less Discounts: \$ _____

Balance Due \$ _____

Balance Due Date(s): _____

Charges: *The package fee is based on the Oscar's Standard Price List and includes taxes and fees. Prices are subject to change.*

V. PAYMENT PLAN

Please note that your videos, images, albums and other products will not be delivered to you until your FULL BALANCE has been received.

Advanced Payment Plan	50 / 50 Payment Plan	Regular Payment Plan
<p>100% of package total due upon signing of the contract to receive.</p> <p>Client can chose between a 5% discount to the total package amount or a free photo shoot or free magazine styled album if they chose this package. Client will receive</p>	<p>25% due upon signing of the contract to secure your event date.</p> <p>50% of package total due two months before the wedding date. Remaining 25% of package total due by 7 days prior to wedding date.</p> <p>Client can chose between a free photo shoot or a free magazine styled album if they chose this package.</p>	<p>25% of package total due as deposit with signed contract to secure your event date.</p> <p>Remaining package balance due 7 days prior to wedding date</p>

- (1) **In the event Client shall fail to pay installment payment due hereunder, Oscar may cease work without breach pending payment or resolution of dispute.**
- (2) Services or merchandise not included in this initial contract will be sold at the current price when the order is placed.
- (3) **Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

VI. PAYMENT & CANCELLATION POLICIES

- (1) **Deposit and Payment.** The Client shall make at least 25% deposit to retain Oscar to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Clients shall pay the balance due based on the plan chosen. **Balance shall be paid in full before the event for the service to be provided.**
 - a. Deposit must be paid at the time of the signing of this agreement. If the deposit is not made within 5 days of signing this agreement then this agreement is not null and void, rather it is *voidable at Oscar's Option*. If Oscar perform or partially performs his obligations under this agreement then all the terms of this agreement are enforceable in a court of law.
 - b. Oscar is free to enter an agreement with a different client for the same date.
 - c. Oscar's catering to a different client on the same day of the event will not relief Clients from it's obligations under this agreement - as Oscar is capable of the catering to more than two clients on the same date.
- (2) **Reservation:** A signed contract and retainer fee are required to reserve the dates and times of the event.
- (3) **Event Schedule:** The client agrees to confirm the schedule **one-week prior** to the event. Notification of any changes in schedule or location must be made in a timely manner.
- (4) **Cancellation.** In the event of the Clients cancelling the event for whatever reason then retainer fee is non-refundable and shall be liquidated damages to Oscar. In addition, the following covenants apply:
 - a. If the Client shall cancel this Agreement **ninety (90) or more** calendar days before the event date then Oscar is entitled to 25% of the Contract.
 - b. If Client shall cancel **within ninety (90) days** of the event date Oscar is entitled **the higher of 25% of the contract or \$1500.00** whether or not Oscar obtains another assignment for that date.
 - c. If the Client shall cancel **within thirty (30) days** of the event date the Oscar is entitled to **the higher of: half the value of the contract or \$3000.00**, whether or not Oscar obtains another

assignment for that date.

- d. If the Client shall cancel **within (7) days** of the event date the Oscar is entitled to **\$500.00 PLUS: the higher of half the value of the contract or \$3000.00** whether or not Oscar obtains another assignment for that date.

The Values above are to cover Oscar losses including but not limited to time spent consulting with the client, arranging with employees for the event, photographer's operating cost, the "benefit of the Bargain", etc.

- (5) **Rescheduling of the Event.** If client wishes to reschedule the event, then the request must be communicated in a clear, concise and timely manner. Oscar Productions will do its best to accommodate such changes. However, this cannot be guaranteed due to potential prior obligations and commitments.
 - a. If Oscar can accommodate rescheduling request then Oscar will charge an additional \$750.00 to the original agreement.
 - b. If Oscar cannot accommodate the rescheduling request then this request shall be treated as a cancellation by the client and is Subject to the Cancellation Covenant of this section (as stated above).

VII. TRAVEL EXPENSES

(1) **Expenses Incurred:**

When applicable, Client is responsible for all travel, accommodation, meal and transport costs unless provided by the Client

- a. **Travel Expenses:** All travel expenses are based on the distance between the event location(s) and the Oscar's studio address studio address. For all events, the first 200 miles round-trip of travel are included. All miles in excess of 200 miles round-trip are **charged at \$_____ per mile.**
 - b. Any mileage costs will be based on the information communicated by the client during the booking process. If changes are made to venue or any other location, the client must inform Oscar immediately to recalculate mileage. Depending on any changes, additional mileage fees may occur.
 - c. Oscar is not responsible for time delays resulting in incorrect traveling information provided by the client.
 - d. If lodging becomes a necessity due to long distance traveling, the client will be notified during the booking process and additional fees may be applicable.
- (2) **Extended Hours:** If the client requests that Oscar Productions stay or work longer hours other than what is outlined in this contract, the costs to have Oscar work longer must be paid that day.
 - (3) **Ordering Pictures online:** Clients can order pictures, videos or other products related to the event (pictures) online. Oscar will give Clients a unique password (password) to order pictures online. Client's can authorize a third party to order

pictures online. Third party's knowledge of the password is a presumed authorization to third party by the Clients to purchase pictures online.

VIII. TERMS AND CONDITIONS

- (1) **Entire Agreement:** This agreement contains the entire understanding between Oscar and Clients. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.
- (2) **Exclusive Photographer.** Oscar shall be the exclusive photographer retained by the Client for the purpose of photographing the event.
- (3) **Copyright and Reproductions.** Oscar shall own the copyright in all images, photographs, videos and products created and shall have the exclusive right to make reproductions. Oscar's said right is protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without Oscar's explicitly written permission. If Clients purchased an "Image DVD" from Oscar, upon final payment by the Client, limited copyright ownership of the resulting images will be transferred to the Clients. If the Clients has purchased an "Image DVD" from Oscar, Oscar grants Clients permission to share the images on social networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to Oscar. Client must obtain written permission from the Oscar prior to publishing or selling the photographs.
- (4) **Independent Contractor:** Oscar is an independent contractor and not an employee of Client.
- (5) **Safety:** Oscar reserves to right to terminate coverage and leave the location of the event any of Oscar's agent experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the event; or in the event that the safety of the Oscar's agent is in question.
- (6) **Shooting time / additions:** Clients and Oscar agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the Client does not arrive at the appointed time for the event shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the Client.
- (7) **Responsibilities:** Oscar is not responsible for compromised coverage due to causes beyond the control of Oscar including but not limited to obtrusive guests, lateness of the Client or guests, weather conditions, schedule complications, incorrect addresses provided to Oscar, rendering of decorations, or restrictions of the locations.
 - a. **Oscar is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage.**

- b. Oscar is not held liable for missed coverage of any part of the event.
 - c. Oscar will not be held accountable for failure to deliver images of any individuals or any objects at the event.
- (8) **Venue And Location Limitations:** All work shall be completed, in compliance with all building, rules and guidelines of the location(s) and site management, codes and other applicable laws. Oscar agrees to accept the technical results of their imposition on Oscar. Negotiation with the officials for moderation of guidelines is the Client's responsibility; Oscar *may* offer technical recommendations only.
- (9) **Permits:** Client is responsible for acquiring all permits and necessary permission for all locations on which Oscar will be performing services.
- (10) **Limit Of Liability:** In the unlikely event that the assigned photographer or videographer from Oscar is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of Oscar, Oscar will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of prorated payments received for the event(s).
- a. In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond Oscar's control, including but not limited to camera, hard drive, or equipment malfunction, Oscar's liability is limited to the return of all payments received for the event.
 - b. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.
 - c. Oscar is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.
- (11) **Failure to Perform.** If Oscar cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Oscar's illness, then Oscar 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 photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Oscar. In the event Oscar fails to perform for any other reason, Oscar shall not be liable for any amount in excess of the retail value of the Client's order.
- (12) **Capture And Delivery:** Oscar is not liable to deliver every image taken at the event. The determination of images delivered to the Clients is left to the discretion of Oscar.
- (13) **Post Production And Editing:** The final post production and editing styles, effects, and overall look of the images are left to the discretion of Oscar.
- (14) **Changes.** Any changes to this document must be signed by both Oscar and Client.
- (15) **Assignment.** The photographer may assign this Agreement without prior written consent from the non-assigning party. Client may not assign this Agreement without prior written consent from Oscar.
- (16) **Substitution.** The Photographer may substitute another photographer to take the

- photographs. In the event of such substitution Photographer warrants that the photographer taking the photographs shall be a competent professional.
- (17) **Cancellation by Oscar.** If Oscar cancels the event for other reason then Oscar will issue a refund to client within 30 days of Oscar's Cancellation.
- (18) **Delay.** Photographer shall not be liable for any delay due to circumstance beyond its control.
- (19) **Inherent Qualities.** Client is aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes as well as DVD or CD media which may deteriorate due to delamination and oxidation, and Client releases Photographer from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.
- (20) **Jurisdiction.** This Agreement shall be construed in accordance with the laws of the state of -Michigan.
- (21) **Venue, Attorney's Fees And Applicable Law.** The validity and interpretation of this Agreement shall be construed in accordance with the laws of the State of Michigan. Any court action to enforce this Agreement, or relating or arising out of this Agreement or the services provided by *Oscar* shall be brought in a court of competent jurisdiction in the **County of Wayne, State of Michigan**. In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this Agreement, **each party to this Agreement shall bear their own attorney's fees, however, Oscar Can recover attorney's fees for Breach of Contract by Clients or Clients filing of a frivolous Complaint.** In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. Unless otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Each party represents that all required authorizations for its execution of this Agreement necessary to make this instrument binding in accordance with its terms against such party have been obtained and are in effect.
- (22) **Creative Clause.** It is understood that *Oscar* is the exclusive official videographer retained by the Client to cover this event. *Oscar* is granted full editorial, production and content control by the Client regarding all aspects of the production and post-production services.
- a. In the case a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master tape, it is at the sole discretion of Oscar as the exclusive Producer of the event's video recording.
 - b. Any requests for changes to the final edited master videotape, that are not the result of errors by Oscar will be made at the current rate per hour for editing and labor.
 - c. Oscar cannot guarantee video or audio quality due to restrictions imposed at and/or by the event location. Because the videographers & photographers cannot interrupt or interfere with the ceremony in any way

to correct less than satisfactory shooting conditions, the Client shall insure the placement of the bridal party, officiant(s) and altar decorations does not obscure or block the view of the bride and groom. Oscar is not responsible for shots that are missed or omitted because of videographer being blocked.

d. Oscar retains the exclusive right to edit all videotape.

(23) **Right to Sue:** In the event that Client believes that Oscar breached this Contract, Client must sue Oscar no later than Two (2) years from the date of the event. After Two years from the event Client waives all his legal or equitable rights or remedies under the law against Oscar .

(24) **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 Michigan.

By signing this Agreement, Clients acknowledge that the agreement is with Oscar not with any of Oscar's agents or employees.

The parties have read all the parts of this Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.

Client's signature _____

Date _____

Client's signature _____

Date _____

Oscar's signature _____

Date _____