

Date

Contact Name

Contact Address

Contact City, State, Zip

Dear Contact Name:

This letter serves to outline our agreement for Brick Capital Video, LLC (BCV) to provide you with videography services. The following points summarize our discussion:

1. **Description of Services:** BCV will provide videography services for your Event Name on Event Date. The services will include: Description of specific service or package. (See attachment for complete description.) The final video product will be provided to you on DVD, unless otherwise outlined. The recording will be made using 1080p resolution and edited to fit on 120 minute DVDs. DVDs will be best viewed using technology (TV, DVD/Blu-ray players, and HDMI connection cables) that support this resolution.
2. **Cost of Services:** The total cost for this project is Amount.
3. **Reserving the Event Date:** A non-refundable retainer fee of \$Deposit Amount is required to secure BCV's service for the event date. If the event is changed or cancelled, this retainer fee is forfeited. An additional retainer will be required to secure a new date; if available. Checks returned by the bank will void this Letter of Agreement.
4. **Deposit:** Once the event date has been secured, a 50% deposit (based on the video package you select) will be due when this Letter of Agreement is signed. The remaining 50% balance will be due one week prior to the date of the event. In the event the BCV agrees to timely payments toward the remaining balance, no rights to the video are granted to client/customer until balance is paid in full.
5. **Changes/Cancellations** – If the event or contract is cancelled, the retainer and any fees paid will be forfeited to BCV. In the event of a postponement, the fees paid may be used toward any future event, up to one year past the date of this agreement, providing videographer has no other obligations scheduled on the future date. After that time, all fees will be forfeited to BCV. Notice of postponement or cancellation must be in writing.
6. **Client/Customer Responsibilities** – You shall be responsible for:
 - a. Obtaining permission from the event venue to set up video equipment and record video with or without flash. If BCV is prevented from filming because prior permission was not obtained, no refunds will be granted.
 - b. Informing any photographers that a videographer will be present at the event location(s).
 - c. Making sure the event venue has adequate space, lighting, and audio capabilities, if applicable.

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- d. Providing credentials or security passes if required to access the event location(s), and a parking pass as close to venue location(s) as possible.
 - e. Providing contact names and numbers of staff who are responsible for event planning at the location(s).
 - f. Supplying meals for the videographer (and staff) during the event.
 - g. Providing maps and directions to each location of event.
7. **Technology Interference** - Due to RF and IR signals broadcasted from cell phones, pagers, and smart phones, we respectfully ask that you note in your ceremony program or announce prior to start of ceremony that these devices be turned off to ensure the RF/IR signals are not captured on sensitive audio and video equipment during filming. We will make all efforts to edit out any stray signals but cannot guarantee that it can be done.
 8. **Limit of Liability** – By signing this letter, you agree any damage or loss, even though due to the negligence or other fault of the videographer and/ or staff, will only entitle you to your initial 50% deposit. Acceptance of video products is without other warranty or liability, and recovery for any incidental or consequential damage is excluded. There shall be no liability on the part of the videographer and/ or staff for non-performance caused by any force including but not limited to acts of God, fire, adverse weather, illness, accident, mechanical/equipment break down, or other cause beyond their control.
 9. **Copyrights and Trademarks:** You represent to BCV and unconditionally guarantee that any elements of text, graphics, photos, music, designs, or other artwork you furnish to BCV for inclusion in the video product are owned by you or that you have permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend BCV from any claim or suit arising from the use of such elements.
 10. **Copies of Recording:** You may not make additional copies of any recordings without the written permission of BCV.
 11. **Transfer of Ownership** - After the final payment for the services rendered has been received, BCV transfers exclusive copyrights to all video products it creates to you. No rights to the video are granted until any balance is paid in full.
 12. **Modifications to this Agreement:** Both parties must approve any changes to this Letter of Agreement in writing.

The undersigned agree to the terms of this agreement on behalf of his or her organization or business.

(Signature)

(Date)

(Signature)

(Date)

Terry McMillian
Brick Capital Video, LLC

Client Name