



TENDER MOMENTS

Wedding Videography Contract

Wedding Date: _____ Day of the Week: _____

Bride: _____ Preferred First Name _____

Groom: _____ Preferred First Name _____

Address _____

Contact Person _____ Phone # 1 _____

Phone #2 _____ Email _____

Wedding Information:

Bride will be getting ready at _____ Photographer arrival time _____

Ceremony Location: _____ Ceremony Time _____

Approx. Length _____ No. of Guests Expected _____

Carriage/Limo Ride: Yes No Scheduled Time: _____ to _____

Cocktails Location: _____ Time _____ Apx. Length _____

Reception Location: _____ Time _____ Apx Length _____

Wedding Theme: Traditional Formal Informal Casual Other _____

Misc. Contact Info/Names:

Photographer _____ Phone _____

D.J/Band _____ Phone _____

Coordinator: _____ Phone _____

Will there be anyone assisting during the service like Alter Boys, Deacons etc?

A non-refundable retainer of at least \$300 is due at signing this contract to secure availability. It is further agreed that the remaining balance due will be **paid in full one month prior** to first video shoot unless other arrangements have been made.

Total Balance \$ _____ Retainer paid at signing \$ _____

Remaining Balance \$ _____ **Due by** _____



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FILM PACKAGE

The feature film: This package includes a full length feature film using cinematic and story telling approach. This film will be comprised of the day’s most compelling, important, and entertaining moments.

- This package includes two cinematographers filming in High Definition.
- An artistically composed feature film, which contains the most compelling footage.
- Filmed in High Definition and using Wireless Audio.
- Two (2) DVDs, with custom standard design cases.

EXTRAS

Theatrical Movie Trailer	\$300
Engagement Shoot up to three (3) hours.....	\$400
Love Story up to three (3) hours	\$400
Rehearsal up to three (3) hours	\$400
Interviewing of Guests	\$300
End Credits/Blooper (if any)/Deleted Scenes.....	\$200
Next Day Edit.....	\$800
Express Edit (2 weeks)	\$400
Interactive DVD Menu	\$50
DVD Leatherette Case (Upgraded)	\$60
DVD High Glossy Case (Standard)	\$40
Additional DVD(s) without case	\$25
Additional Cinematographer (Recommended for large events of 400 or more guests)	\$400
Hollywood Movie Poster	\$200
Honeymoon Interactive Slideshow to selected music.....	\$100
Travel Fee (Outside of Marion or Alachua County) or more based on location.....	\$75

Additions/Upgrades/Comments



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Agreement with Tender Moments

Additional Terms of Agreement

Please note your booking is not complete until you have initialed these pages.

[1] Videography” means all videographic material (whether tapes, DVDs, or otherwise) furnished by Tender Moments 4840 SW 116th Place Ocala, FL 34476, Phone: (352) 369-5155, hereinafter “Videographer.”

[2] Copyrights: Except as specifically written, all videography and rights, including copyrights, remain property of Tender Moments. Tender Moments reserves the right to display/ copy any part of produced video for future demonstration/display and advertising purposes. Client will not alter work in way without a signed written agreement from videographer.

[3] Payments: All payments for services and materials provided by videographer hereunder shall be made as follows: retainer as outlined in package with the balance one month prior to video shoot unless other written arrangements have been made. No rights are granted until timely payment is made in full. In the event of cancellation of this contract, payments made are not refundable. Videographer is not obligated to accept certain modes of payment. The client agrees to make payment to Videographer by cash, check, credit card or money order. Tender Moments charges \$ 25 plus bank fees for NSF checks. Payments by credit card is subject to 3% in processing fees. Orders for additional copies may be made at any time. Orders must be paid in full in advance of shipment and include sales tax and shipping.

[4] Liability: Tender Moments sole liability in any case shall be limited to a monetary amount no greater than the total of monies paid by the customer. In other words, if a video session either fails to be recorded or is unable to be performed by the fault of Tender Moments, the customer will receive a total refund of everything the customer paid to Tender Moments for the event.

[5] Change of Date: If either or both the wedding date and/or event is changed after the signing of this contract, Videographer is not obligated to honor the changed date or location. The client is strongly urged to contact Videographer as soon as possible to secure the new date and/or locations. Contracted date(s) are not refundable if Videographer is already booked. Tender Moments will do everything possible to accommodate an such changes.

[6] Emergencies: Weddings cancelled due to serious injuries, serious illness or death to the groom or bride will cause this agreement to be null and void. Serious injury or illness is defined as injuries or illness requiring hospitalization or rendering the physically unable to attend the wedding. Videographer will return half of retainer and will not charge for time or material expenses incurred while preparing for the shoot. Likewise, serious injury, serious illness or death of owners, or their immediate families will cause this agreement to be null and void. Client(s) as well as videographer must produce documentation in writing of the injury, illness, or death that states relationship of patient/victim to the Client/Videographer and the letter must be signed by an attending physician, charge nurse or funeral directory, or copy of a death certificate in case of death. For the purpose of this agreement immediate family will consist of parents, stepparents, brothers, sisters, spouses, children, stepchildren, grandchildren and grandparents, as well as owners, and the bride or groom. Either party may invoke this clause up to five days prior to wedding and extending to such a time that the wedding would have been concluded.

Client's Initials _____/_____



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[7] Upon signature and receiving the retainer, Videographer reserves the time(s) and date(s) agreed upon. No other videographer will be permitted to videotape, pose or interrupt while Videographer is performing any of the services under this agreement. Any breach of this agreement will constitute a reason of non-completion of the job with no liability to the Videographer and will result in the loss of the initial deposit.

[8] Venue fees: In rare cases a venue may charge fees to vendors (or the couples that hire them) if the vendor is not on the venue's preferred list. Videographer is not liable for any vendor fees or surcharges required by the Client's wedding venue. Client agrees to pay directly to venue any such fees. Failure to pay such fees to the venue may result in Videographer not being allowed onto the venue premises, in which case taping is impossible and the Client forfeits the entire payment for videography. If taping occurs but a vendor fee assessed to the Videographer remains unpaid by the Client after the wedding, videography will not be delivered until and unless such fees are paid by the client. This includes any Park/Hotel entrance fees.

[9] Model Release: The contracting party grants Tender Moments the unrestricted right to copyright, use and publish videos and/or photographs of the contracting party for commercial, promotion, competition or other purposes without compensation or liability to the contracting party. It is the responsibility of the client to advise any and/or all participants and attendees that the event will be videotaped. All parties attending the event will therefore be considered as consenting to be included in the final edited video and/or commercial/promotional video by their presence.

[10] Damage to Equipment: In the event any Tender Moments equipment is damaged, stolen or destroyed, either accidentally or intentionally, by the client, wedding guests, attendants or employees of the client, the client is fully responsible for the equipment's replacement at current new market prices. Tender Moments bears no legal or financial liability to any individual attending the event that should be harmed or cause harm to another person or property for whatever reason or cause.

[11] Editing and Editing Schedule: Editing time varies on options purchased, standard editing time is four (4) months. All editing shall be decided upon by the editor and is final; editor will make all attempts to include special scenes that are requested in writing. Re-editing is subject to an editing surcharge of \$50 per hour unless an obvious mistake was made by Tender Moments, in which case there will be no charge. If Honeymoon pictures are to be added they must be received within 30 days of event, unless prior arrangements have been made.

[12] Love Story: It is the client's responsibility to schedule a production consultation and shoot 4-6 weeks before the event date. If video is not done two weeks or more before wedding Tender Moments is not liable if unable to produce love story prior to wedding.

[13] Hours of coverage: Standard eight (8) hours of coverage is included. Videographer will arrive one hour prior to event to allow for proper set up and stay until last traditional items are completed or fulfillment of eight hours. If we take longer than one hour for setup, you will not be responsible for paying for this time. After eight hours is provided the hourly fee is \$100 which includes editing, we will ask you in advance about staying beyond eight hours, it will not be assumed, express consent is required. However extra time is at the discretion of videographer. Tender Moments reserves the right to leave early if videographer or equipment is deemed to be in danger.

[14] Delivery: Shipping includes regular postage; any shipping costs above this are the responsibility of the client. Tender Moments is not liable for lost or damage packages when client declines tracking, signature or insurance of product(s). Customers are responsible to pick up completed DVDs and/or pictures at Tender Moments within one month of completion.

Client's Initials _____/_____



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[15] Meals: At events where meals are provided, the client agrees to provide each videographer booked for the event with a meal. The meal shall be the same meal that is served to your guests. The videographer should be **seated** in the same area as your guests-we are not responsible for any missed events if above is not provided. Videographers are unable to leave event in order to obtain meals. This is customary for all professional vendors (photographer, DJ, etc.) so please **be sure we are added on the guest list to elude any confusions** with your caterer/coordinator.

[16] Photographs: By providing material with Tender Moments you agree that Tender Moments liability for any loss, damage or delay to the materials will be limited to the replacement cost of a non-exposed roll of film, tape and/or DVD. Tender Moments shall not be liable for any other loss or damage, direct, consequential, or incidental. All photographs or other material to be used in video must be received no later than one month prior to wedding date. No wallet size picture accepted-we accept pictures up to 8x10 and prefer digital pictures.

[17] Scenes: Tender Moments takes the up most care with respect to exposure and scenes. Tender Moments will not be held responsible for inferior quality of your video due to other professionals, guests, or poor lighting. It is the responsibility of the client to check with whoever is in charge of your wedding ceremony as to whether video taping is allowed and if any restrictions are in place. Tender Moments takes pride of high quality videos. We will not include any scenes or languages which we find explicit in tone or content. It is Tender Moments judgment as to what activities will be recorded. Depending on conditions at location some or all request may not be possible to fulfill.

[18] Legal Fees: If for any reason payment is not received and a service was provided- Tender Moments will seek legal action for unpaid balances. You will be responsible for all unpaid balance, charges related to collection, including but not limited to, attorney and collection fees.

PLEASE NOTE CONTRACT NOT VALID UNLESS PAGES 3 AND 4 INITIALED

Printed Name of Client: _____ Date: _____

Signed Name of Client: _____

Printed Name of Client: _____ Date: _____

Signed Name of Client: _____

Date: _____

Signed Name of Tender Moments Representative

4840 SW 116th Place

Ocala, FL 34476

(352) 369-5155

Please make all checks payable to: James Vergara

If needed we accept credit cards via PayPal; however, we will add a surcharge to cover processing fees.