



PRODUCTION TERMS AND CONDITIONS

Perfect Ten Productions, its videographers and contractors, herein referred to as "PTP", has been retained by the Client indicated on the reverse of this Agreement to provide video production services for the agreed on the date and at the time and place so specified and for the fee so indicated. PTP will provide said professional services for the agreed fee with the Client's expressed agreement to the following terms and conditions as herein specified by signature:

1. **The ability of PTP to provide the Client a professional video is predicated on the complete and total cooperation of all parties associated with the event. PTP shall not be held responsible for the lack of coverage due to the action or inaction of guests, vendors or any other persons associated with the event. Any restrictions imposed upon PTP, limiting their ability to properly videotape in a professional manner, i.e. camera placement, microphone placement, use of lights, backlighting, etc., is the full and complete responsibility of the Client without recourse upon PTP.**
2. **Client shall indemnify and hold PTP harmless from all claims of damage, loss, cost or injury arising out of the videotaping of the event and shall be responsible for any damage to PTP's equipment or injury to PTP personnel caused by Client or Client's vendors or guests.**
3. **All video services, including post-production services, are at the complete and total artistic control of PTP, without exception. However, PTP will make any reasonable and technically feasible adjustment, deemed reasonable and technically feasible by PTP, to an edited videotape at the mutual convenience of the Client and PTP provided the request for adjustment is made within forty-eight hours of Client's receipt of videotape. In the event 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 PTP as the retained producer and editor of the event's video recording.**
4. **In the event PTP is unable to provide the services specified for whatever reason caused by whatever circumstance, including but not limited to, mechanical equipment failure of any kind, inferior tape stock, human error, civil disturbances, weather conditions,, on or before the date specified, and the hindrance by others at the event, it is expressly understood by the Client that the limit of PTP's liability is expressly limited to a full refund of all monies paid without any further recourse on the part of the Client or Client's agent.**
5. **This Agreement is made for the exact date(s), time(s) and location(s). The retainer is non-refundable. In the event of changes, PTP may agree to the changes at the then current fees. Client will pay a rescheduling fee of \$200.00.**
6. **Client hereby assigns the copyright of all images and sound to PTP. PTP hereby receives from the client a general release permitting the videotaping of all parties at the event and permission to use portions of their videotape for public displays, competitions and sales demonstration purposes without benefit of compensation. Client warrants that he/she has the legal rights to anything PTP will videotape including photos, audio and any other elements included in the Client's videotape, and will hold PTP harmless for any liability for infringement of any rights arising from the use of sale of tapes client retains PTP to produce.**
7. **This Agreement supersedes and replace any previous document, correspondence, conversation or Other written and/or oral understanding.**

CLIENT SIGNATURE: _____ DATE: _____

VENDOR SIGNATURE: _____ DATE: _____

Meal provided for videographer? YES NO