

GENERAL VIDEOGRAPHY & PHOTOGRAPHY AGREEMENT - GX MEDIA

Shooting Date: _____ **Time Shoot Starts:** _____ **Time Shoot Ends:** _____

Other shooting Dates and Times agreed on: _____

Shooting Location: _____

Party's Name: _____ **Phone:** _____ **Fax :** _____

Address: _____ **email:** _____

Contact's Name: _____ **Phone:** _____ **Fax :** _____

Address: _____ **email:** _____

Shooting theme - please specify: . _____

Attire - describe occasion attire: _____

Video/Photo fee agreed to: _____ (plus applicable expenses/taxes as described in the contract).

A deposit of 50% \$ _____ is due at the signing of this agreement, with the balance \$ _____ to be paid at on the date of the shoot.

Expenses: In the event of video or photo shoot outside the general Knoxville area, The Client is responsible for all travel, accommodation, meal and transport costs.

VIDEO/PHOTO PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:

ENTIRE AGREEMENT: This agreement contains the entire understanding between GX Media and the CLIENT. 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 the parties. If the parties want to waive one provision of this agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

RESERVATION: A signed contract and reservation fee are required to reserve the specified coverage.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. GX Media recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer during the shoot that they wish to have filmed and/or photographed. The videographer and photographer will not be held accountable for not filming or photographing desired people if there is no one to assist in identifying people or gathering people for photographs and/or video. GX Media is not responsible if key individuals fail to appear or cooperate during the video and photo sessions or for missed images due to details not revealed to GX Media.

SHOOTING TIME / ADDITIONS: The videography and photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and GX Media agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time.

HOUSE RULES: The videographer and photographer are limited by the guidelines of the CLIENT or site manager. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility; GX Media will offer technical recommendations only.

FILM and COPYRIGHTS: *Until final payment* for services rendered is made, the video footage and photographs produced by GX Media are protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without GX Media's explicitly written permission. Upon final payment by the CLIENT, **limited** copyright ownership of the resulting footage and images will be transferred to the CLIENT under the following conditions:

The raw video footage, negatives and or slides are the property of CLIENT for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

The Client must obtain written permission from and compensate GX Media prior to the CLIENT or its friends and relatives publishing or selling the photographs or video footage for profit.

EXHIBITION: Requests for specific negatives or slides to be used by GX Media may be requested at a future

time. CLIENT grants GX Media permission to display selected images, video stills or video footage resulting from this assignment as an example of GX Media's Videography and Photography work and for entrance into photographic competitions and release all claims to profits that may arise from use of images.

MODEL RELEASE. The CLIENT hereby grants to GX Media and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases GX Media and its legal representatives and assigns from all claims and liability relating to said photographs.

LIMIT OF LIABILITY: In the unlikely event that the videographer or photographer is injured or becomes too ill to film or photograph the event, GX Media 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 all payments received for the event package. GX Media takes the utmost care with respect to exposure, transportation, and processing the photographs and video footage. However, in the unlikely event that photographs or video tapes have been lost, stolen, or destroyed for reasons within or beyond GX Media's control, GX Media's liability is limited to the return of all payments received for the event package. 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.

SECURITY DEPOSITS: In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to GX Media in the event of a breach of contract by CLIENT. The CLIENT shall also be responsible for payment for any GX Media materials charges incurred up to time of cancellation.

COMPLETION SCHEDULE: Film developing, CD creation, Video editing, and DVD Authoring takes approximately 2-3 weeks, unless otherwise indicated.

PAYMENT SCHEDULE: 50% due at time of signing of agreement. Balance payable in full at time of shoot.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed _____ (Client) Date _____ Location _____

Fax the signed form back to GX MEDIA at (865) 966-1042 to confirm your event