

CM PRODUCTIONS 2019 CLIENT SERVICES AGREEMENT

Please read the following terms below before signing the agreement >>

1. Introduction:

This agreement constitutes an order for commercial photography/cinematography services, including the taking of pictures/video as agreed to by both parties: CM Productions (The Studio) and The Client (You!). It is understood that any and all rights to photos/video thereof shall remain the property of The Studio and may be used for advertising, web site portfolio, display or other promotional purposes thought proper by The Studio to promote The Studio's products and services (UNLESS OTHERWISE STATED IN WRITING), and hereunder may be used for financial gain without your permission and the permission of any property/venue owners, decorators, planners, and DJ who's work may be represented therein and is subsequently protected by international copy- right law.

2. Communication with you:

Communication is key to any relationship. With that being said, The Client acknowledges and accepts that The Studio will contact them when their photographs and/or film has been completed, if there is a need for additional information to complete it, or if any timelines need to be extended for any reason. If The Client contacts The Studio before The Studio contacts The Client, this does not constitute a break from this policy or a breach of this agreement. Please read Performing Photography and Video Edits.

3. Some things are just unavoidable:

If The Studio cannot perform this agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer/ Cinematographer's illness or injury, then The Studio will return the final payment (if paid) to The Client, but shall have no further liability with respect to this or any other agreement. The Studio's liability to the paid cost of the photography/cinematography package minus the 50% deposit (the 50% deposit is non-refundable). This means that in the event of issuing any refunds that ONLY the final payment will be returned. This limitation on liability shall also apply in the event that photographic/cinematography materials are damaged in processing, lost through camera, computer and/or storage device malfunction, or otherwise lost or damaged without fault on the part of The Studio. In the event of damage to any editing equipment occurs - if your data files are not damaged - we reserve the right to delay the editing and production process while we repair and/or replace our equipment. The Client acknowledges and agrees that all previously discussed timelines will be postponed and new timelines will be established. These timelines may be based on the time it takes a professional repair service to repair or having to replace the damaged devices.

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4. Audio recordings:

Capturing audio is an important part of creating films and telling your story. We work very hard to make sure audio, including music and voices are audible in your films. There are times when events and weddings are set-up outside or in large event spaces. When this occurs it is common and expected that you may hear environmental, mechanical, animal and human elements in your film. This could include birds, cars, dogs barking, echoes and reverberations, planes, people talking, rain, wind, etc. The Studio is NOT responsible if these sounds, present during your event/wedding, ending up on your completed film. The Client acknowledges and accepts that these are common and natural occurrences, and WILL NOT hold The Studio responsible. It is a professional courtesy, as well as, customary for the event venue and DJ to allow Cinematographers to use a wearable LAV mic on people speaking for the purpose of capturing audio. At times, however, venues and DJ's may prefer or have been paid to provide their own audio capturing devices. The Client acknowledges and accepts that if this occurs The Studio is NOT responsible for the quality of the recorded audio on the film.

5. The fees:

On the signing of this agreement and payment of the deposit, The Client acknowledges and accepts that The Studio will reserve the time agreed upon and will not make another reservation for the specific time frame. A deposit of 50% of the quote services is required by The Client to secure your reservation and to book our services. Our 50% Deposits are non-refundable. The remaining 50% balance is due no later than the day before your job, event/wedding date; OR, no photography/cinematography will take place. Timely payments ensure The Client continues to book our services, and keep your requested date reserved. The Client acknowledges and accepts that if payments are not received by The Studio by the agreed upon dates then The Studio WILL NOT be held responsible if The Studio doesn't perform the requested services. Professional print packages are available for a reasonable cost if you booked our photography services. Sales on print package purchases are final and there are no returns, since these are personalized.

6. Shipping & handling fees:

It is the sole responsibility of The Client to inform The Studio if their completed photography/cinematography package needs to be mailed to them. This includes existing and new business and residential addresses. We DO NOT ship overseas. We DO NOT ship to P.O. Boxes. As a rule, The Studio WILL NOT mail any completed photography/cinematography packages unless The Client has made those arrangements and paid shipping and handling to The Studio. If arrangements have not been made and payments have not been received, The Clients acknowledges and accepts that this could delay any previously discussed timelines. The Studio has a right to add reasonable administrative costs to our shipping and handling fees for managing the process of mailing completed packages to The Client.

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7. Recorded digital media:

All commercial photography/video is provided as high-resolution digital files, or unless otherwise agreed upon. Photos are shot as high quality RAW or JPEG camera files that we convert to JPEG, TIFF, and PNG files. Videos are shot in either 4K or 1080 HD and rendered to 1080 HD. Audio is recorded as PCM, or AAC files. The Client acknowledges and accepts that if you use a vendor other than CM Productions to print your photos we DO NOT guarantee the print results. This is why you should purchase your prints through CM Productions. We guarantee our results as we use professional printers who guarantee their work.

8. Online client galleries:

The Client acknowledges and accepts that as part of a purchased service/package online storage for your gallery is complimentary for 30-days. However, these galleries are ONLY available complimentary, as part of paid services, during the first 30-days. We do sell additional storage time if you need more time to view your galleries. If you are interested in this option, please contact us for pricing.

9. Performing photography and video edits:

The Client acknowledges and accepts that photo jobs may take up to 4 weeks to complete; video jobs may take up to 12 weeks (sometimes longer) due to size and nature of the media (i.e. 4K and multiple cameras), as well as, any special requests to the edit, production, and post-production process that were made prior to shooting (i.e. drone coverage or a second shooter). If your event occurs on more than one day this will delay the edit, production, and post-production process. If your event occurs right before, on, or right after a major Holiday we reserve the right to delay the editing, production, and post-production process due customary and National Holiday Observances.

10. Photos and videos kept on file:

The Studio is not a data storage service. The Client acknowledges and accepts that all unedited and edited photos and videos will be removed from editing software and purged from back-up drives after the two-week client review period has passed or The Client has given their approval in writing that the job has been completed. After this period of time, photos and videos will be deleted from any and all computers and storage devices. The Client acknowledges and accepts that The Studio WILL NOT be held liable if this occurs.

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11. House/venue rules:

If The Client's shoot is at some "official" location that has a "no photography/video policy" and The Studio hasn't been informed - then there is a problem. The Studio is limited by the guidelines of official personnel or event site management. The Client acknowledges and agrees to accept the technical results of their imposition on the Photographer/Cinematographer. Negotiation with location officials for moderation of guidelines is The Client's sole responsibility.

12. Alcohol consumption:

Drinking occurs at events, but occasionally while under the influence of alcohol things can easily and quickly get out of control, especially in front of a camera lens. The Client acknowledges and accepts that if they or one of their guests are drinking and are injured as a result of their own actions while being photographed or recorded, The Studio is NOT liable. The Client acknowledges and accepts that if any property is damaged, whether owned or operated by The Studio or venue, will be their sole responsibility to replace.

13. Copyright of images:

Copyright remains with The Studio. Except as otherwise specifically provided in writing, all Photos/video, and the rights contained therein, including copyright, remain the sole and exclusive property of The Studio.

14. Judgement calls:

It is the responsibility of The Client for meeting with an authorized representative at the contracted location where The Studio will take photos/video. If The Client prefers that The Studio meet with the venue, but no authorized representative is present at the specified meeting time, The Client Acknowledges and accepts The Studio's judgment as to how the photos/video is shot. The Studio will have no obligations to re-shoot and/or pay The Client, location venue, or any other vendor at said shoot for their services.

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15. Limitations of Liability:

The Client assumes full liability for its principles, employees, agents, affiliates, successors and assigns (including without limitation messengers and freelance researchers) for loss, damage or misuse of any Photos/video in their possession. The Client shall indemnify The Studio and its Photographers/Cinematographers against all claims, liability, damages and expenses incurred by The Studio in connection with any third party claim arising out of use of said material here- under except where The Studio or its Photographers/Cinematographers cause such damages, claims or misuse. The Client agrees that a shoot, event, or production in part or in its entirety cannot be replicated, reenacted or repeated for the purpose of a re-shoot, and limits The Studio's liability to the paid cost of the photography/cinematography package minus the 50% deposit (the 50% deposit is non-refundable). This means that ONLY the final payment will be returned.

16. Model and Property Releases:

No model or property releases exist on any of the photos/video unless The Studio specifies the existence of such release in writing. The Client will indemnify and defend The Studio and its Photographers/Cinematographers against all claims, liabilities, damages, costs and expenses, including reasonable legal fees and expenses arising out of any use of any of the photos/video for which The Studio furnished no release, or any of the photos/video altered by The Client or at The Client's request. The Studio and its Photographers/Cinematographers' liability for all claims shall not, in any event, exceed the fee of \$1 dollar.

17. No Guarantees Clause:

The Client acknowledges and accepts that The Studio absolutely cannot guarantee a particular outcome. By booking services with The Studio, The Client understands and accepts The Studio's style of photography/cinematography, as well as, the Photographer/Cinematographer's judgement and discretion of poses, shoot locations, etc.

18. Entire Agreement; Modifications; and Waiver:

The Client acknowledges and accepts that what is written in the contract is the entire agreement between the parties. Whatever else was discussed and agreed upon outside of the contract via email, in conversation, etc., doesn't apply. Any modifications to the agreement must be done in writing.

I have read and understand this agreement: _____

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Please print and sign your name, and print the date you sign this agreement >>

CLIENT'S PRINTED NAME

CLIENT'S SIGNATURE

DATE YOU SIGN THIS AGREEMENT



Chris McKnight
P R O D U C T I O N S