

This agreement ("Agreement") constitutes a binding contract for videography services and/or products. By signing this Agreement, the clients, identified on page 3 of this Agreement (collectively referred to below as "Client") agrees to pay *Day 304 LLC* for the services and/or products provided by *Day 304 LLC* at the price set forth on page 3 of the Agreement.

Terms and Conditions

1. Exclusive videographer. Day 304 Productions shall turn away all other requests for photographic / video services for the date & time listed on this agreement. For this reason, deposits are NON REFUNDABLE.

2. Deposit and Payment. The Client shall pay a retainer in the amount of **\$150** to retain the Photographer to perform the services specified herein. The paid amount is fully applied to the final balance with the remainder due at least 10 days before wedding date. Monies paid are non refundable and nontransferable.

PAYMENT SCHEDULE: The payment schedule will be as follows:

1. \$150 deposit - NON-REFUNDABLE* (see condition 9).
2. Remaining balance due prior to final deliverable (DVD or Blu Ray disc).
3. Final check will be held until the completion of the product.

Should any check fail to clear the account against which it is drawn (for any reason, including insufficient funds), Client shall pay an additional fee of \$35.00.

4. **Checks can be made out to DAY 304 LLC and mailed to: 142 Linnview Drive, St. Louis, MO 63129**

Payments toward balance, regardless of amount, may be made at any time. We do not offer proofing appointments.

3. Cancellation. It is the responsibility of the contracted person to inform Day 304 Productions as soon as possible of any cancellation regarding the wedding date.

4. Copyright and Reproductions. Day 304 Productions shall own the copyright in all images and or live video created and shall have the exclusive right to make reproductions.

5. Specific Photographs. Due to the spontaneous nature of weddings, Day 304 Productions does not guarantee to capture any specific image or series of images or video though we will DO OUR BEST to record anything you've specifically requested. Sometimes people leave the reception before we can photograph them, turn around at the last minute, or simply won't cooperate. Equipment malfunction may also keep us from delivering a specific image or series of images or video.

7. Equipment Malfunction. Equipment malfunction can neither be predicted nor expected. Day 304 Productions does, however, take every precaution available to prevent equipment breakdown. And, while it is possible to take much video before realizing there is a malfunction, we take every possible precaution to prevent such an occurrence. Day 304 Productions is not responsible in the extremely rare event that photographic/video equipment malfunctions. In the case of a one camera video breakdown, a replacement will be put into place during the ceremony, if possible. We take several backup pieces of equipment to every wedding. If we do experience a breakdown, we will switch to an alternate piece of equipment immediately.

8. Video. Client agrees to trust the artistic judgment of Day 304 Productions, employees or agents in video design and construction, with regard to lighting, lightness or darkness of video exposure, layout or any other design element in the wedding film. Customer understands that a number of things can affect video quality. Church lighting, or lack of, is the most common cause of marginal video quality. Leaving all of the lights on during the ceremony will result in the best picture quality. Ceremony/Reception is captured in HD at 1080p and 24 frames/second using a DSLR camera. We do not promise a specific length of wedding film. Running time is generally somewhere between 45 minutes and an hour.

Wedding venues have several different types and amounts of lighting, each light source having its own color temperature. The video may be too dark or too light, depending on where the cameras are placed. Also, every venue is different acoustically, so Day 304 Productions does not guarantee any particular audio characteristics. We do, however, make every effort to provide the best video and audio quality possible. Since sound is taken from several different sources, some audio adjustment may be necessary when viewing video. Every effort will be made to make all audio as close decimally as possible. Day 304 Productions cannot guarantee video or audio quality due to restrictions imposed at and/or by the event location. Because the videographers cannot interrupt or interfere with the ceremony in any way to correct less than satisfactory shooting conditions, the Client shall insure the placement of the bridal party, officiant(s) and altar decorations does not obscure or block the view of the bride and groom. We are not responsible for shots that are missed or omitted because of videographer being blocked. Day 304 Productions will use our own best judgment on camera placement and camera angles, unless specified on the first page of this contract. During post-production, we also use our own best judgment in editing. The average wedding film takes about 13 hours to edit. Changes to your final delivered film are available at **\$100** per hour film studio fee plus the cost of DVDs and shipping.

Additional images to be included in the video must be in JPEG format and submitted to the videographer on a compact disc.

Video is delivered on one (1) professional grade DVD-R or Blu Ray Disc. Our video discs are playable on most standard DVD players or Blu Ray Players respectively, and computer DVD-ROM or BD ROM drives. Your DVD player should play DVD-R to be fully compatible. Please ask for more information.

10. Failure to Perform. If Day 304 Productions cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to Photographer's illness, then the Photographer shall return all monies paid to the Client, with the exception of money paid for prints or services already delivered, but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that all of the photographic materials or video are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order.

11. Stolen Equipment. Day 304 Productions and the Client listed on this agreement are not responsible and no relief is given to either party in the event that photographic equipment is stolen at the wedding or reception. Stolen equipment may contain exposed images and / or video from your wedding. Every effort will be made to keep the source footage secure.

12. Product Delivery. Please allow 6-8 weeks for final product delivery. During holiday seasons, or certain times of the year, the wait may be slightly longer, but most often the wait is not that long. Final product may be shipped anywhere the family would like in the 48 continental United States. For anywhere outside this area or overseas, a shipping charge will apply.

13. Responsibility. Day 304 Productions is not responsible for anything outside the realm of our direct control. Examples are: stolen equipment with exposed wedding footage inside, overexposure due to other flashes coming from cameras other than our own, computer hard drive crashes where wedding images are present, or digital camera failures. This also includes any incident not mentioned that is outside our direct control.

Due to the length of time required to videotape the Event, Client agrees to provide the videographer and any assistants with a meal during the Event.

We look forward to sharing your BIG day!

Packages/Products/Prices agreed upon:

(changes to agreements after signing will change prices. No refunds will be given for lowering the agreed upon packages/products/prices. But package amenities may be added at no penalty.)

extra amendments/requests to packages:

Specific Requests which may or may not be probable but Day 304 Productions will do our best to comply:

I hereby declare that I have read, understand and agree to the *Terms of Agreement* included in this contract. This contract contains the entire understanding between Day 304 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.

Client Name: (please print) _____ Client Name: (please print) _____

Client Signature _____ Client Signature _____

Day 304 Productions _____ Date _____

Please make checks payable to :

DAY 304 LLC
142 LINNVIEW DRIVE
ST. LOUIS, MO 63129