



Client Service Agreement

Entered on: August 29 2023

Event Date: July 13, 2024

Event Location: The Westin - Carlsbad Resort and Spa
5480 Grand Pacific Dr
Carlsbad, CA 92008

Parties:

Christina Hart or Christinajosiefilms.com

Known as "Company"

and

Dana Harrison

On behalf of Paige Harrison - Zachary Dierdorff Wedding

Known as "Client"



Terms And Conditions

1. Purpose of the Agreement: Client hires Christina Hart (Company) to provide services relating to Client (the "Event") as detailed in this Agreement. Company has agreed to provide such services according to the terms and conditions set forth in this Agreement.

2. Retainer: A non-refundable retainer (the "Deposit") consisting of \$3200, 50% of total amount due is required to reserve the Event and can be paid with electronic payment (Zelle, Venmo, or Credit Card +2.9% Fee). By booking the Event, Client is reserving those date(s); consequently, Company will turn down others who inquire for those date(s) after you have booked. Client agrees that the Deposit fairly compensates the Company for committing to provide the Services and turn-down other potential projects/clients. For this reason, **the Deposit is non-refundable.** If Client downgrades his/her package later, the Deposit for any/all canceled is not transferable to the final payment. *Booking is not considered complete until the Deposit has been paid.*

3. Meal Breaks: Should the coverage be 6 hours or over on the day of the Event, Team Member(s) are required to take at least a one-hour break for meals (does not include travel time), OR this break can be substituted by a meal provided at either Client's wedding luncheon or reception. Breaks cannot be utilized to divide a Team Member's time into multiple periods; he/she is scheduled for a period of time for the Event (e.g, ceremony coverage and for reception coverage).

4. Wedding Day: Company will be at the venue at the time Client agrees upon. Client may add extra hours prior to the wedding date or the day of the wedding however, the required payment for those extra hours will be due prior to Client receiving any finished wedding media. Client may add extra time/coverage at the rate of \$250 per hour per Team Member.

5. Date Change/Cancellation: If Client decides to change date(s) for any reason, he/she must contact Company first to ensure availability for the new date. If Client does not contact Company

to make sure Company has availability before changing the date(s), there is no guarantee Company will be available for the Event. There is no fee to change the date(s) within 150 days of the original event date. If Client cancels altogether, the Deposit is non-refundable, but Client is not charged the Final Payment. Client is charged, however, for any/all services already provided.

6. Travel Fees: All travel, lodging and per diem expenses in connection with the Contract are not included in the price of the services reflected in this Agreement. Client agrees all hotel and transportation costs shall be paid directly by the Client, or the Company shall bill and the Client shall reimburse Company for all reasonable and approved out of pocket expenses which are incurred in the connection with the services performed hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from the Event location shall not be reimbursed, unless otherwise negotiated. If the Event schedule changes or expands, Client may be subject to extra travel fees to compensate for the extra days/time.

7. Weather/Traffic Conditions: In the case that weather or traffic causes an issue, Client agrees Company is not responsible. Company policy and practice is to always leave more than adequate time for travel, and Team Member(s) will work in inclement weather as long as it does not pose a risk of safety to Company and/or equipment. If because of these conditions Company does not attend the Event, Client will not be charged for that specific Event. Client will only be charged for other Events that have already been filmed/shot.

8. Punctuality: Client agrees to be ready to go at a location by the time(s) scheduled. Company and its Team Members are not responsible or obliged to stay if the event is held overtime. Overtime fee is \$250 per hour per Team Member(s) and is left at the discretion of the Client. Team Member(s) cannot guarantee his/her availability for over-time on any type of event or session. It is suggested that any additional coverage be added no later than 4 months prior to the event date.



9. Indemnification: Team Member(s) and Company shall be held harmless for any and all injury to Client during the course of the photography and/or videography session and the immediate surrounding Events.

10. Sole Photographer/Videographer: Client understands and agrees that Company will act as the sole and exclusive paid wedding photographer and videographer. Flashes from guests' cameras and guests blocking ceremony shots may obscure shots taken by Company, Client acknowledges that he/she is responsible for notifying all guests that guest photography shall be limited and not at the expense of the professional photographer & videographer's work. Company is not responsible for moments missed or shots ruined due to guests, photographers, or videographers hired outside of Company.

Video

1. Style: Company generally captures highlight footage (short clips sequenced together and put to music). Company captures live audio with a separate recording device. If audio quality was jeopardized for some reason, the Company holds the right to request a post event staged recording from the Client. Company does not accommodate all special requests regarding style and Company has editorial control of the finished product. There will always be variations in content as light, clients, atmosphere, climate, and location are always different. Company advises against referring to specific work of others as it hinders Company's creative process. Prior to the Event, Client may discuss preferences before the content is captured at the Event.

2. Duration: The finished video will be determined by the package booked (see services included at the bottom of this contract). While the cameras that Company uses fulfill all intended purposes, certain cameras have limited continuous recording or can overheat after continuous recording for an extended period. If Client desires a specific segment of the Event to be captured live from start to finish, a second videographer is required and advanced notice is needed (6 months leading up to the event).

3. Video Delivery: Each video is unique and requires anywhere from 120-180 to reach completion. Clients are notified at the 150 day mark if delays are to be expected in the project schedule. Company's wedding packages allow for (1) routine change-request to the final edit. Additional changes start at \$75 per item. All edits must be made within two (2) weeks of the video being sent to Client via email. **Client's final video will be available for download via Dropbox (or similar digital service), and a link will be emailed to Client for sharing with third parties via Vimeo, Youtube, or similar.** Company will host the video(s) for a total of six (6) months following the event. Client's video(s) may be removed thereafter.

4. Raw Footage: Company archives all event raw footage for 6 months following final video delivery and cannot guarantee availability thereafter. Raw footage consists of all audio and video clips filmed at the event and will consist of 100+ individual files in .mp4 format, / .wav audio files. The video files will include audio from the camera's internal speaker but do not come pre-synced to the audio files of any external devices that were used to record sound.

For Purchase - Raw footage can be combined into a package at a discounted rate or purchased separately/ later at full price (\$400). Client's raw footage will be available to download via Dropbox, where it will be hosted for thirty (30) days of its release. Client is to be advised that purchasing these files release Company from any liability due to loss, damage, or failure to download or backup the media within (1) month of footage release. By signing this Agreement, Client does not have creative rights to Company to use video footage in Company portfolios both online and offline for marketing purposes.

5. Technology Failure: It is extremely unlikely for anything to go wrong, but it is possible to experience technical issues with equipment when shooting/filming an event. This could include SD cards breaking, cameras overheating, malfunctions, or equipment theft. Client agrees Company is not responsible for technology failures of any kind that may happen during or after the Event.



6. Locations; Circumstances: Client agrees and understands every lighting, location, climate, and wedding timelines are different. Client understands style and quality variation always exists.

7. Artistic Rights: The videographer retains all rights of discretion in selecting and editing the materials released to Client without exception. I acknowledge that the quality of videography can be subjective and that I have reviewed videos from Christinajosiefilms.com and approve of Christinajosiefilms.com using their creative process expertise to film, and edit at their sole discretion. My initial signifies that I have read, understood, and agree.

Photo

1. Artistic Representation. Photographer reserves the right to select, edit, and release only those images or content deemed creditable as professional in quality and within the Creative's professional and industry standards. Client agrees to not manipulate the images to preserve Creative's artistic presentation. Such selection shall constitute "all images" that will be made available to Client.

2. Deliverables. High-resolution digital images (JPGs) will be made available to download and can be accessed via a web gallery hosted by your photographer. (A link will be shared upon gallery completion). Image quantity - 40 images per hour of coverage (on average), unless otherwise stated in this agreement.

3. Client's Usage. The Client is obtaining prints or high-resolution electronic copies for personal use. This release grants the Client one license to reproduce and print the images provided for personal purposes at their discretion. This license does not allow any media to be sold or published to circumvent Photographer policies unless otherwise noted. The creative owns the copyright of all images created and are protected by United States Copyright Laws (USC Title 17). If copyright is desired by the client, a non-disclosure agreement and additional fee is required for transfer

4. Digital Image Archival. It is the Client's responsibility to make sure all digital files are copied and saved onto a personal storage device (hard drive or cloud) upon delivery of the digital gallery. Company hosts wedding galleries for 3-6 months, and a maximum of 1 year and cannot guarantee gallery recovery beyond that. Client accepts all responsibility for archiving and protecting the digital media upon final delivery. There is an archive fee of \$175 if image recovery is requested. Company is not responsible for the lifespan of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read images.

5. Inherent Qualities. Client is aware color dyes in photography may fade or discolor over time due to the inherent qualities and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration. The Photographer only guarantees accurate color & print quality for prints purchased through the Photographer due to printer calibration with the photographer's professional lab(s).

6. Photographer's Price List. The charges in this Agreement are based on the Photographer's current Pricing List. Print and album prices will be adjusted periodically due to production costs, labor, tax, and other factors that may change. Unless an album is included in your package, wedding albums purchased a'la carte may increase in price in the future. If album finish is unavailable, an equal finish will be substituted at no additional charge to the client. Credit vouchers have no cash value and may only be applied to products purchased from Photographer.

7. Image Processing/Retouching. Unless agreed upon prior to any editing work, high-resolution drives and online galleries may contain a mixture of color, black and white and special color processing images. An alternately-colored version of a photo may be purchased at the current rate of \$15.00 each. Once images have been delivered & archived, color conversion may not be possible. Client may request advanced retouching for an additional charge of \$10/image or a flat hourly rate. Retouching includes, but is not limited to: removal of backgrounds and buildings, composite designs and body liquefying.

8. Print Release: The client will receive images via online gallery, and may print at their discretion as well as purchase professional prints and items from the photographer. The client may also post images online and to social media (i.e. Facebook, Instagram, etc.) but must note Studio12eight Photography as the photographer and include a tag where feasible.

Image Release & Waiver Of Liability

1. Image Release: The undersigned hereby grants company the absolute and irrevocable right and permission, in respect to the photographs, video tapes, motion pictures, recordings, or any other media (hereinafter collectively known as "Images") that company has taken of me or my property, or minors in my care, or in which I may be included with others, to copyright the same, in company's own name or otherwise, to use, re-use, publish, re-publish, post, display, in printed form, or in any and all media now or hereafter known, and for any legitimate purpose whatsoever. You hereby grant to company the right to use and publish images and photographs taken at your photography session to further promote its service, including portfolio, print, web site, display, advertisement, and editorial use. Company agrees to limit the use of these images and photographs to promotional use only. Company may revoke this license at any time and for any reason. Company retains all copyrights to the images and derivative works thereof. Company agrees to only use first names of baby, and will leave any Social Media "tagging" up to the parents unless requested.

2. Liability Waivers: Client expressly waives and releases Company from liability for any claim for personal injury or property damage caused by Company's and/or Team Member(s). Except as otherwise prohibited by law, Company disclaims and shall not be responsible for any liability for indirect, special, incidental, consequential, exemplary, punitive, stigma and/or loss of enjoyment damages. The obligation of Company specifically stated in this Agreement are given in lieu of any other obligation or responsibility, express or implied, including any representations.

3. Mandatory Arbitration: Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the Parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under its Commercial Arbitration Rules. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class wide/class action basis. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorney fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Any Claim relating to or arising from this Agreement must be brought, held, or otherwise occur in the federal judicial district that includes San Francisco, California. This arbitration agreement applies to all claims now in existence or that may arise in the future. Any arbitration hearing will take place at a location within the federal judicial of San Francisco, California.

4. Governing Law: Except for the Mandatory Arbitration provision in Section 3 above, Company and Client agree that this Agreement will be governed by and construed in accordance with the laws of the State of California without reference to conflict of law provisions. Company performs services in accordance with all applicable laws. In the event of a change in existing law as it pertains to the services offered by Company to Client, Company reserves the right to unilaterally revise this Agreement.

5. Entire Agreement: Client acknowledges that the only terms and conditions of this Agreement are those stated herein and that there are no other terms, written or oral, or provisions which apply other than those included in this Agreement. If any provisions (or portions thereof) of this Agreement are found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement.



* You understand that you are granting Christina Hart the right to use and publish images and video taken at your photography session to further promote its service, including portfolio, print, web site, display, advertisement, and editorial use.

* I have read through and understand the terms of this copyright and liability release with company.



ITEMS

8 Hour Photo / Video Bundle

8 hrs of Wedding Photography
(1) Photographer
350+ Digital Images (Edited / High Resolution)

8 hrs of Wedding Videography
(1) Videographer
5-7 minute Highlight Video
Includes Drone, Audio (vows)

TOTAL: \$ 6400

Payment Schedule

Retainer: \$3200

Balance: \$3200 (Due 7/06/24)

A retainer in the amount of \$3200 is required to reserve your date.



Terms

Retainer

I am paying to reserve the Company's video and photography services. I acknowledge if I cancel, I will pay an early termination fee equal to the amount of the initial deposit (50%). My initial signifies that I have read, understood, and agree. **Initial:**

I acknowledge that the price of each service is discounted because i've selected a bundle package (Photo, Video). I acknowledge if I downgrade my package, I will pay the market rate for the individual service. My initial signifies that I have read, understood, and agree. **Initial:**

Final Payment

The balance in the amount of \$3200 is due by July 06, 2024, and can be paid at any time prior to the due date. **Initial:**

Signature:

Name:

Date: