

## PHOTOGRAPHY/VIDEOGRAPHY AGREEMENT

1. Darren McKinney / Your Videographer & Photographer 1. AGREEMENT: This agreement (the "Agreement"), including the Client Information Worksheet attached as Schedule A, contains the entire understanding between Darren McKinney and the client(s) (the "Client(s)") whose names appear below regarding the matters described herein and supersedes any and all prior agreements or understandings, whether oral or in writing.

2. AMENDMENT: This Agreement may only be amended (including but not limited to changes in Services) in writing signed by both Darren McKinney and the Clients.

3. RESERVATION/DEPOSIT: Upon execution of this Agreement, Darren McKinney will reserve the dates/times indicated and will not make other reservations for such dates/times. In order to reserve such dates/times, the Clients agree to provide a Reservation Deposit of **half**. Except as otherwise noted, the Reservation Deposit is non-refundable. The Reservation Deposit will be applied against the total price of the Videography/Photography Package.

4. PAYMENT: Except as otherwise specifically provided for on Schedule A, Schedule B or elsewhere in this Agreement, (a) the price of Services agreed to be performed, is due and payable in full at the time of service, and (b) the balance of the price, after applying the Reservation Deposit, of all Wedding Packages, including any travel, additional hour, additional videographer/Photographer and associated Services, is due and payable in full on the Balance Due date.

5. SERVICES/PRICE: Darren McKinney agrees to provide the Services set forth on Schedule A, as more fully described on Schedule B, in exchange for payment by the Clients of the Price set forth on Schedule A and such other payments as may be provided for pursuant to Schedule B. 6. CHANGE OF WEDDING DATE: In the event that the Clients desire to change the Wedding Date and notify Darren McKinney of the same and Darren McKinney on is willing and able to reschedule the Date, the parties will enter into a new Agreement reflecting the rescheduled Wedding Date and all payments made by the Clients with respect to this Agreement, including the Reservation Deposit, will be applied to the new Agreement. In the event Darren McKinney is unwilling or unable to reschedule a Wedding Date, at his sole and absolute discretion, the notice provided by the Clients under this provision will constitute a cancellation of this Agreement governed by Section 7(a) below.

7. LAW AND JURISDICTION: The laws of the State of Texas shall govern this contract. Any dispute arising from this Agreement shall be settled solely by arbitration in Harris County, Texas. Subject to any award of the arbitrator, each party to any arbitration arising hereunder shall bear its respective legal and other costs relating to such arbitration.

I. Initials \_\_\_\_\_ Initial \_\_\_\_\_ Darren McKinney Initials DM

8. AUTHORITY: Darren McKinney and the Clients each have the legal capacity to enter into and carry out the provisions of this Agreement.

9. LIABILITY: Darren McKinney takes the utmost care with respect to exposure, transportation and processing of Footage; including using professional grade equipment and will take such commercially reasonable measures as are common for professional videographers/ photographers to provide images consistent with the terms of this Agreement. In the unlikely event that footage is lost or damaged (other than as described in the preceding sentence), or the Videographer otherwise fails to satisfy the conditions of this Agreement, the liability of Darren McKinney shall not exceed the contract price paid for the Services in question.

10. COOPERATION: The parties agree to cooperate and communicate regarding desired images, persons and objects to be filmed. In that regard, it is highly recommended that the Clients meet with Darren McKinney well before the Wedding Date to provide a list of desired moments, locations and subjects to be filmed/taken. Darren McKinney will use reasonable efforts to capture images consistent with the desires of the Client but no guarantee can be provided that all such images can or will be captured and, absent gross negligence or willful failure on his part, Darren McKinney will bear no liability as a result of failure to capture desired images.

11. DIGITAL FILES, RAW FOOTAGE AND COPYRIGHTS: The raw footage produced and delivered hereunder are property of Darren McKinney protected by U.S. Copyright Law and may not be reproduced in any manner without the explicit written consent of Darren McKinney. The Clients hereby assign and grant Darren McKinney the irrevocable and unrestricted right to use and publish, for advertising, promotion, trade or other purposes, footage of the Clients or in which the Clients may be included which images were captured pursuant to the delivery of Services hereunder.

12. DELIVERY: Finished edited version and unedited footage are deliverable in approximately 4-6 weeks from the Wedding Date, as appropriate.

13. NOTICES: All notices given hereunder shall be given to the Clients at the address of the Clients set forth herein above and all notices to Darren McKinney shall be given at the address below. All such notices shall be in writing; it is specifically agreed that notices given by email to the email addresses indicated herein shall constitute delivery of a written notice as required hereunder. Parties may change their notice addresses by giving notice in the manner provided above.

Initials\_\_\_ Initials \_\_\_ Darren McKinney Initials DM

Other special instructions/agreements:

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By signing this Agreement, the Clients and Darren McKinney agree to all terms and conditions stated in this Agreement, including all Schedules and Exhibits attached hereto.

CLIENT(S)

Date: \_\_\_\_\_ 20\_\_ \_\_\_\_\_

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Date: \_\_\_\_\_ 20\_\_

Date: \_\_\_\_\_ 20\_\_

(Printed Name) \_\_\_\_\_

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(Printed Name) Darren McKinney

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(Printed Name)

P.O. Box 6721 4025 Feather lakes way Kingwood, TX 77339 Dlmvisualshtx@gmail.com

Initials\_\_\_\_\_

Initials\_\_\_\_\_ Darren McKinney Initials DM

SCHEDULE A CLIENT INFORMATION WORKSHEET

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Primary  
phone: \_\_\_\_\_ Alt. phone: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Address:  
\_\_\_\_\_

Primary phone: \_\_\_\_\_ Alt. phone \_\_\_\_\_ Event date: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Venue: \_\_\_\_\_

Address: \_\_\_\_\_ Location: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Venue: \_\_\_\_\_ Address: \_\_\_\_\_

Services:

Price: Package \$

Additional hours (\$50/hr)

( )

Additional videographers(\$50/hr) Travel

Other:

Other:

Total \$

Balance Due: \_\_\_\_\_ 20 19

( )

Initials \_\_\_\_\_ Initials \_\_\_\_\_ Darren McKinney Initials DM

## Schedule B

### *Platinum Wedding Package \$350*

- 1 photographer (5 hours)
- Over 100 images of special moments from your full wedding day.
- 4-6 week turnaround

### *Gold Wedding Package \$500*

- One photographer (5 hours)
- Over 100 images of special moments from your full wedding day.
- Engagement photoshoot before the wedding day.

### *Silver Wedding Package \$850*

- Two photographers (5 hours)
- Over 100 images of special moments from your full wedding day.
- One videographer (5 hours)
- A cinematic short film capturing the unique details of your unforgettable day. We hand-pick special moments from your full wedding day, key speeches or toasts, first look, beautiful shots of your venue, and put together a 5-10 minute cinematic film. Our creative approach to filming and our diligence in editing allows us to create a beautiful memory that will last forever.
- 4-6 week turnaround

### *Engagement photoshoot \$150*

- Before the wedding day. The wedding coordinator may ask for engagement photos to place at the entrance of the venue, invitations, and to use for decoration
- 1-2 hour
- (4) high-quality retouch digital images, plus 100 or more unedited images.
- 1-2 week turnaround

### **Additional add on**

- \$50 additional hour of video or photography service
- We highly recommend a wedding exit to capture. We recommend coordinating whichever wedding exit you choose with your planner.
- *Sparklers* (48) 36-inch speakers for \$50
- *Bubbles*
- *Rose petals* \$20
- *Confetti* (35 confetti wands \$50)

### *Engagement photoshoot \$150*

- Before the wedding day. The wedding coordinator may ask for engagement photos to place at the entrance of the venue, invitations, and to use for decoration
- 1-2 hour
- (4) high quality retouch digital images, plus 100 or more unedited images.
- 1-2 week turnaround

*Professional printing package \$40*

- (3) 8 x 10, (4) 5 x 7, (4) 4 x 7

*Videographer service*

- *Engagement cinematic short film \$160*
  - Couples who want a short film during the engagement photoshoot
- *Wedding cinematic short film \$350*
  - Capturing the unique details of your unforgettable day. We handpick special moments from your full wedding day, key speeches or toasts, first look, beautiful shots of your venue, and put together a 5-10 minute cinematic film. Our creative approach to filming and our diligence in editing allows us to create a beautiful memory that will last forever
- *Extended version film (45 to 60 minutes) \$150*
  - Full ceremony footage and key reception moments including the first dance, speeches, cake cutting, bouquets/garter toss, etc.