

1. Fees & Retainer

Clients shall reserve the time and date of services by signing and returning this Agreement along with a non-refundable reservation retainer equal to 20% of the package. No date is reserved until this Agreement is signed and the reservation retainer is received. The non-refundable reservation retainer is for booking out qualified Cre8ive Wedding Films videographers for full a calendar day on Videographer's schedule. The balance due for the Videographer's services in the amount of {{job.invoice | total}} must be paid by Clients 30 days prior to the wedding. This final payment shall account for all services provided by Videographer after booking including, but not limited to, videography, planning, and communication, engagement session, post-wedding editing, production services.

Any invoice not paid in full within 14 days of wedding date will be charged a \$75.00 late fee and will accrue an additional 1% of the unpaid invoice amount every day thereafter. In the event Clients fail to remit payment as specified, Videographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid as liquidated damages, and may not remit all final, edited video(s) to Clients.

The fees in this Agreement are based on Videographer's current pricing at the time of booking. The price list is adjusted periodically, and future bookings will be charged at the prices in effect at the time.

2. Coverage

Wedding coverage starts when Videographer(s) arrives, and the time ends when coverage hours have elapsed. Videographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Additional coverage hours may be added at a rate of \$200 per hour by agreement prior to or on the wedding day, will be invoiced by Videographer, and must be paid in full before any products are released to Clients.

Cre8ive Wedding Films reserves the sole right to assign or delegate any qualified videographers on staff or otherwise to film the Clients wedding, and the express communication of designated or assigned videographers may be changed or altered without notice.

3. Cancellation by Clients

If for any reason Clients cancel this Agreement more than 90 days before the session or wedding date, Videographer shall keep the non-refundable retainer as liquidated damages and shall keep all other payments made by Clients up to the date of cancellation, but Clients will not be responsible for any remainder due. Notification of cancellation must be made in writing by Clients and sent via email, pursuant to the Notice provision. Confirmation of receipt of notification email must be obtained by Videographer. If Clients fail to supply Notice of cancellation as specified before the wedding date or cancels within 30 days of the wedding date, Clients shall be required to pay the full balance due.

4. Rescheduling by Clients

If for any reason Clients reschedule the wedding more than 90 days before the wedding date, and Videographer is able to rebook the original wedding date for the full fee under this Agreement or any amount above that fee, Clients will be allowed to transfer the reservation retainer and all other payments made by Clients up to the date of rescheduling to another date for no additional fee. Notification of rescheduling must be made in writing by Clients and sent via email, pursuant to the Notice provision. Confirmation of receipt of notification email must be obtained by Videographer. Credit may be applied only to wedding coverage within 12 months of the original date, provided Videographer is available. In the event Videographer is not able to rebook the original wedding date under this Agreement, Clients forfeit the retainer and all other payments made. If Clients fail to supply written rescheduling notification 90 days before the wedding date, Clients forfeit the retainer and all other payments made and shall be required to pay the full balance due.

5. Exclusive Videographer

Unless agreed upon in advance, Cre8ive Wedding Films shall be the exclusive professional Videographer retained for the event and reserves the right to terminate services if another professional videographer is present at the event. Videographer may bring assistants based on package inclusion or videographer's discretion. If Clients hire a professional photographer, Videographer will endeavor to work alongside photographer to the best of its ability. Photographer may take video at the wedding but shall not post any video on its website, Facebook, Instagram or any other social media accounts until at least 8 weeks after the wedding. This is to ensure Cre8ive Wedding Films is the exclusive professional Videographer at the wedding. Cre8ive Wedding Films will make every effort to inform the photographer of this clause, but it is also the responsibility of Clients to inform the photographer of this clause.

6. Video Processing, Video Delivery, and Edits

Videographer will only deliver high-resolution, edited .mp4 or .mov files to Clients and will only send RAW files if specifically purchased in Videography package or as an additional service. Unless agreed upon prior to any editing, videos may contain a variety of color grading.

Videographer only enhances videos through corrections to contrast, lighting, and color according to Videographer's artistic style as indicated in Section 9. Videographer uses their sole discretion to determine best artistic vision for the videos, and any substitutions or edits will be considered "cosmetic edits". Any cosmetic edits requested by the Client will be \$100 per hour if it is requested by the Client after seeing the delivered video(s) and the edited video will not be released to Client until the invoice for additional edits is paid by Client. Cosmetic edits include, but are not limited to, addition or substitution of selected footage or clips, addition, omission, or substitution of audio selections, addition, substitution, or omission of music selections, or any changes color correction and/or grading. Clients must submit any cosmetic editing requests to Videographer within 30 days of delivery of final video, and thereafter no cosmetic changes will be allowed.

7. Requests and Selection of Delivered Footage

Clients understand and agree that Videographer will use every reasonable effort to capture requested shots, but no specific pose or shot can be promised due to the unique nature of wedding

days and unforeseen circumstances. Any lists supplied by Clients will be used for organizational purposes only. Videographer reserves the right to edit and release only the footage and videos that are deemed professional in quality and in alignment with Videographer's standards.

8. Delivery of Video(s) and Online Video Access

Videographer will deliver final video(s) to Clients within 12 weeks of event date through an online blog post. Videographer shall provide Clients with the following video format: 5-7 minute video for Cameo package; 7-10 minute video for Director package; 3 minute video minimum for Cinema package; 4 minute video minimum for Festival package; 6 minute video minimum for Hollywood and Producer packages. Standard delivery will be via online blog post, DVD, Blu-Ray, or digital flash drive or hard drive. Clients and Clients agents will be given access to video downloads by request only.

The online blog link will be available to Clients perpetually after delivery date, but there is no guarantee that Clients video(s) will be permanently accessible via online blog link. Clients are responsible for archiving all videos via deliverable format (DVD, Blu-Ray, flash drive, hard drive) or by specific request for direct download link.

Clients are responsible for archiving all videos via pursuant to Section 13.

Clients have the ability to purchase additional deliverables directly from Videographer. Prices are as follows: DVDs (3) - \$250; BluRays (3) - \$300; flash drive (1) - \$100

9. Artistic Style

Clients have spent a satisfactory amount of time reviewing Videographer's work and have a reasonable expectation that the video(s) delivered will be in a similar manner and style as indicated on Videographer's website, social media, and portfolios. Clients understand and agree that (1) Videography is a subjective art and Videographer has a unique vision, with an ever-evolving style and technique; (2) Videographer shall have final say regarding the aesthetic judgment and artistic quality of the videos; (3) Dissatisfaction with aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

10. Inclement Weather

If, in the opinion of the Videographer, inclement weather or other adverse conditions prevent the creation of a successful ceremony session to the artistic standards of Videographer, Videographer shall notify Clients within 4 hours of ceremony time and will inform Clients of the implications of shooting in light rain or inclement weather. In the event Clients do not elect to do an indoor ceremony, Videographer will try their best to shoot the outdoor ceremony to the best of its abilities but does not guarantee quality of footage and will protect its videography equipment from rain, wind, snow, and other weather damage. Videographer is not responsible for video it is unable to film due to weather conditions and Clients agree to relieve and hold Videographer harmless for any lost footage or videos due to weather.

11. Meals & Breaks

Clients shall supply Videographer and assistant(s) with a free meal during the regularly scheduled time of the dinner at the wedding event. Videographer prefers to eat when the wedding party eats, so that all other essential reception events are captured. Clients will relieve and hold Videographer harmless for any moments or events that may be missed during the mealtime. Clients shall also allow Videographer and/or assistant(s) a 10-minute break every 2 hours, if needed.

12. Model Release

This Agreement serves as a model release giving Cre8ive Wedding Films the irrevocable right to use the footage, video(s), and stills in all forms, in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. Videographer can grant use of the video(s) and footage to third Parties and all compensation for use and credit for the images remain the property of Cre8ive Wedding Films. Clients waive any right to inspect or approve the video(s), finished version(s) incorporating the video(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on the Clients, their legal representatives, heirs, and assigns.

13. Video Distribution and Archiving

Upon receipt of video(s) via online link, Clients accept all responsibility for archiving and protecting the Clients' videos and footage. Videographer may keep copies of edited .mp4 videos for approximately 365 days but does not permanently archive all video files. Videographer is not responsible for the life span of any digital media provided or for any future changes in digital technology or media readers that might result in an inability to read discs provided. It is Clients' responsibility to make sure that digital files are copied to new media and external hard drives as required. In the event Client asks Videographer to unarchive video(s) and reupload to an online link and the video(s) are still retrievable by Videographer an additional unarchiving fee of \$400.00 will apply.

14. Reproduction

The limited, personal video release grants Clients and Clients' agents, including family and friends, the right to reproduce the video(s) provided for their personal use only and does not allow the video(s) to be altered, sold or published, including, but not limited to, entering into contests, or submitting to online blogs or publications, without the express written consent of Videographer. Clients and Clients' agents, including family and friends, further agree not to supply videos or footage to any third Parties or vendors without the express written consent of Videographer (including all other vendors associated with the wedding).

15. Videographer Copyright

All footage captured by Cre8ive Wedding Films (d/b/a Cre8ive Wedding Films) are its property, will remain its property, and are protected by United States Copyright Laws (USC Title 17). Clients

hereby waive any claims for ownership, income, editorial control, and commercial use of the images. Violations of this federal law will be subject to its civil and criminal penalties.

16. Harassment

Clients shall ensure the appropriate behavior of all guests and other persons at the wedding event. In the event Videographer or any of its agents experience any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding event (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature), Videographer will terminate coverage immediately and leave the event. Videographer shall be entitled to retain all monies paid and Clients agree to relieve and hold Videographer harmless as a result of incomplete Videography coverage.

17. Safe Working Environment

Clients understand and agree that Videographer maintains a safe work environment at all times and complies with all health and safety laws, directives and rules and regulations. Clients further understand and agree that during the wedding event Clients and Clients' agents shall not carry weapons or firearms, be exposed to severe illness, or request the Videographer to do anything illegal or unsafe. Further, Videographer will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. In the event any of these circumstances arise, Videographer reserves the right to end service coverage immediately and/or leave the event. Videographer shall be entitled to retain all monies paid and Clients agree to relieve and hold Videographer harmless as a result of incomplete videography coverage.

18. Venue and Location Limitations

Videographer is limited by the rules and guidelines of the location(s) and site management. Clients agree to accept the technical results of the venue/location's imposition on Videographer. Negotiation with the officials for moderation of guidelines is the Clients' responsibility and Videographer will offer technical recommendations only.

19. Permits

Clients are responsible for researching, acquiring, and paying for all permits, licenses, and/or any other necessary permissions for all locations and countries where Videographer will be performing services. In the event Clients do not acquire required permits, licenses, and/or any other necessary permissions and a fine is imposed, Clients shall pay the fine and agree to relieve and hold Videographer harmless.

20. Travel Fees and Accommodations

Clients agree to pay Videographer travel fee determined by Videographer, \$25/day per diem to accommodate for meals during travel period, and \$25/night per videographer for any destinations more than 200 miles from zip code of 79424.

Additionally, Clients agree to pay for any overnight lodging costs out of pocket for the Videographer(s), or lodging costs will be applied to Clients invoice and must be paid in full 30 days before the wedding date. Any destinations within 200 miles from zip code 79424 will require an adequate hotel room or lodging of 1 queen-sized bed per videographer, for the night of the wedding. Any destinations further than 200 miles from zip code 79424 will require adequate hotel room or lodging the night before the wedding, as well as the night of the wedding.

21. Client's Responsibility to Secure Insurance

Clients understand and agree that it is their responsibility to acquire any and all travel, flight, and/or wedding event insurance to protect themselves from unforeseen events, extreme weather, or extenuating circumstances beyond the Parties' control. Clients agree to indemnify and hold Videographer harmless for all such occurrences.

22. Communication

Videographer's office hours are 9 a.m - 5 p.m. Monday-Friday. Videographer's primary form of communication is through its email Carlos@c8wf.com. Videographer will respond to Clients' emails within those office hours, and may choose not to respond to emails outside of those hours.

Additionally, it is up to the Videographer's discretion when to respond to communication outside of email, including but not limited to phone calls, text messages, and social media messages. Client understands that email is the primary form of communication, and that Videographer may choose not to answer or respond to other forms of communication.

23. Confirmation of Day-of Videography Schedule

Clients agree to confirm the day-of wedding event and videography schedule one week prior to the event. Notification of any changes in schedule or location must be made within 48 hours of wedding date. Changes can be made by phone with a follow-up email for documentation. If email is sent by Clients, confirmation of receipt must be obtained by Videographer.

24. Indemnification

Clients shall indemnify, release, discharge, and hold harmless Videographer, its heirs, legal representatives, assigns, employees or any persons or corporations acting under permission or authority of the Videographer against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Videographer or awarded against Videographer in a final, non-appealable judgment, administrative proceeding, or any alternative dispute resolution proceeding, arising out of any third-party claim alleging:

(a) breach or non-fulfillment of any representation, warranty, or covenant under/representation or warranty in this Agreement;

(b) any negligent or more culpable act or omission of Clients or their agents (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;

(c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Clients or their agents (including any reckless or willful misconduct);

(d) any failure by Clients to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement; or

(e) the use of the likenesses of anyone captured in the video footage or any distortion, blurring or alteration that may occur or be produced in the taking, processing or reproduction of the video footage.

25. Maximum Damages

The sole remedy for any actions or claims shall be limited to a refund, the maximum amount not to exceed the total monies paid by Clients under this Agreement.

26. Limitation of Liability

If, during the event and/or before the video(s) are delivered to Clients, the media has been lost, stolen, or is unusable because of defect, damage, equipment malfunction, processing, or other technical error caused by Videographer or by forces outside the control of Videographer, Clients agree to relieve and hold Videographer harmless and will not impose any additional liability. Liability for a partial loss of vide footage shall be prorated by Videographer based on the percentage of total.

Clients agree to relieve and hold Videographer harmless for any compromised coverage due to causes beyond Videographer's control including, but not limited to, wedding guests' smart phones/cameras or flash in photos, the lateness of a spouse, lateness of family members and wedding party members or other principles, photography obstruction, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiant. Clients further agree to relieve and hold Videographer harmless for existing backgrounds, obtrusive objects, or lighting conditions that may negatively impact or restrict the videography coverage.

In no event shall Videographer be liable under this Agreement to Clients or any other third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Clients were advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

27. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane,

flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

The Impacted Party shall give Notice within 5-10 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 15-30 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice. The retainer and all other payments made by Clients up to the date of Notice of a Force Majeure Event are non-refundable. In the event this Agreement is terminated due to the impossibility of the Impacted Party to cure its performance obligations, such payments shall be credited to Clients' account and must be used within 12 months from the date of Notice of the Force Majeure Event.

28. Cancellation of Services by Videographer

In the event Videographer determines, in its sole discretion, that it cannot or will not perform its obligations under this Agreement due to circumstances including, but not limited to, injury, illness, death of family member, pregnancy, military orders, religious obligations, or other personal emergencies, it will:

1. Immediately give notice to Clients;
2. Attempt to find another competent professional to take its place with the mutual agreement of Clients;
3. If another competent professional is not available or Clients do not agree to transfer of obligations to said alternate professional, Videographer will issue a refund or credit based on a reasonably accurate percentage of services rendered; and
4. Excuse Clients of any further performance and/or payment obligations under this Agreement.

29. Sales Tax

Should any sale and/or use tax be imposed on any part of this Agreement, such tax shall be collected from Clients and remitted by Videographer. All sales tax will be included on invoices.

30. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between the Parties, and any modifications must be in writing, signed by all Parties, and physically attached to the original agreement.

32. Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Lubbock, Texas. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement should it become necessary.

32. Arbitration

Any and all disputes or disagreements arising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Lubbock, Texas, unless another location is mutually agreed to by the Parties. The cost and expenses of the arbitrators shall be shared equally by the Parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

33. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

34. Transfer

This Agreement cannot be transferred or assigned to any third party by either the Videographer or Clients without written consent of all Parties.

35. Headings

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

36. Notice

Parties shall provide effective notice ("Notice") to each other via email at the date and time which the Notice is sent: Videographer's Email: Carlos@c8wf.com; Clients' Email: {{client.email}}.

37. Counterparts; Facsimile Signatures

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the Parties' signatures, may be used as the original

38. Acknowledgment of Covid-19 and No Rescheduling Clause

Clients acknowledge that they are aware of the Covid-19 virus, that Covid-19 is a known global pandemic, and that Covid-19 has the ability to be transferred from close person-to-person contact. Videographer will abide by all local, state and federal guidelines surrounding Covid-19, will wear necessary personal protection equipment at the wedding, will practice necessary sanitation procedures, and will perform its services as planned if it still can still do so legally under applicable local, state and federal law ("Covid-19 Policies").

Client understands and agrees that Videographer will not allow rescheduling of any services described in Agreement if on the wedding and/or event date Videographer can still legally perform services under applicable local, state and federal law, no matter what parameters are put in place regarding the maximum number of people gathered together or other pandemic regulations or guidelines outlined by the local, state, or federal government. In the event Clients reschedule, Videographer's rescheduling policies within **Section 4** apply.

Clients further understand and agree that in the circumstance Videographer is unable to legally perform services on the wedding date, the retainer and all other payments made by Clients up to the date of rescheduling due to Covid-19 are non-refundable, but such payments shall be credited to Clients' account and must be used within 6 months from the original wedding date.

This clause supersedes all other clauses under this Agreement for Covid-19 related purposes only.