

MM
Touch FILMS

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into by My Touch Films, LLC a Michigan Limited Liability Company doing business as the (The “Videographer”) and (The Client) and is effective as of the signing of the Agreement.

(Type of Event & Date)

STATEMENT OF PURPOSE

My Touch Films LLC is in engaged in the business of providing Videography. The Videographers’s business activities are referred to as the “Services.” The Client desires to hire My Touch Films for Services and be subject to the terms of this Agreement. Contractor and Client intending to be legally bound, agree as follows:

STATEMENT OF AGREEMENT

DUTIES: The Videographer shall be engaged by the Client to perform the services described in attached Schedule I (Videography Package).

PAYMENT: Videographer payment is based on the package selected by the client.

Deposits for this service booked with My Touch films are used to reserve a date on our calendar.

Deposit Amount : \$ _____ Balance: \$ _____

Client agrees to pay Videographer the fees listed in Schedule I (Videography package), including all taxes. Reservation, and contract become null and void if deposit is not paid within 48 hours after booking. The remaining balance is due before or on the day of event.

EXPENSES: The Client shall reimburse Videographer for any additional costs the Videographer may incur for travel, meals, parking, and other reasonable costs necessary to the performance of these services.

EDITED VIDEO FIRST VIEWING: 3-5 days after filming, the first draft of the video will be available for the client to veiw via link provided by the Videographer.

CONFIDENTIAL INFORMATION: All material considered confidential by either party should be designated as confidential. The Videographer agrees that confidential information shall not be disclosed to third parties and shall only used as needed to perform this agreement. Confidential information will not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure.

INDEMNIFICATION & LIABILITY: My Touch Films is not liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this video, soundtrack and any other branding collateral. Nor or they responsible for any liabilities the Client may or may not incur as a result of referrals made by the Videographer. The Client shall assist and cooperate with the Videographer in obtaining the desired footage to make the videos.

LICENSE: The Videographer retains copyright of the raw video footage, and hereby grants the Client unlimited rights to use or reproduce the edited video for which the Client pays.

CHANGES TO EDITED VIDEO: The videographer will make up to 1 revision to the video if requested by the client. An additional cost of \$150 per revision will then be requested if client chooses to revise after the first initial revision has been made (be sure to request all your changes, if any the first time to minimize video production delay). Final video will be rendered two to four weeks after the day of event.

DELAYS / RESERVATION CHANGE: Each party shall use reasonable efforts to notify the other party, in writing, of a change of date. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of god, labor disputes, riots, acts of war, terrorism and epidemics. If the Videographer fails to appear at the place and time specified above, the 50% of the deposit shall be refunded to the Client.

FILE DELIVERY: After the final video(s) are approved we agree to deliver the video to you as digital files. If USB is needed we can deliver in a flash drive.



LATE FEES: The Client is obligated to remit final payment no later than the day of filming, if the client fails to complete the payment by that day the client will be billed an additional \$250 as a late fee.

RELATIONSHIP OF PARTIES: My Touch Films is an independent contractor. The Videographer shall determine, in their sole discretion, the manner and means by which the services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement. My Touch Films, and the work product or deliverables prepared by them shall not be deemed a work for hire as defined under copyright law. All rights granted to client are contractual in nature and are expressly defined by this agreement. The services and the work product of videographer are sold "as is." in all circumstances, the maximum liability of videographer, its directors, officers, employees, design agents and affiliates, to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract or otherwise, shall be limited to the net profit of designer. In no event shall My Touch Films be liable for any lost data or content, lost profits, business Interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by My Touch Films, even if My Touch Films has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

TERMINATION: As is appropriate in any professional relationship, Client may terminate the Agreement if the videographer fails to complete the services in the time agreed. In the event that the Agreement is terminated, Client agrees to relinquish the project deposit as a termination fee. The Videographer is not liable for any additional expenses, damages, or claims based on the failure of My Touch Films to complete the service.

NOTE: Before you sign below please make sure you understand all of the above agreement and realize that you can negotiate, however agreement must signed by both parties, failure to sign by either party to enforce any right or void contract + reservation date.

PRINT

SIGN HERE TO APPROVE

DATE

