

*my*  
*Touch* FILMS



Thank you for contacting My Touch Films. We are extremely honored to be apart of such a memorable milestone in your life. We look forward to capturing such unforgettable moments. Below you'll find a detailed list of the packages we offer. Please feel free to give us a call to discuss further details and/or questions you may have. Due to heavy booking, we are unable to hold any dates without receiving a deposit.

Methods of payment accepted; Cash, PayPal, Cash App, or Check\*.

\*Please note, if paying by check, payment must be received 7-10 business days before event date.

Desmond, Owner of My Touch Films.  
[www.mytouchfilms.com](http://www.mytouchfilms.com)  
313-510-0043

## SERVICE AGREEMENT

The Service Agreement ("Agreement") is entered into by MyTouchfilms LLC a Michigan Limited Liability Company doing business as the ("Videographer") and (The Client) and is effective as of the signing of the Agreement.

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(Type of Event & Date )

## STATEMENT OF PURPOSE

My Touch Films LLC is 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/service selected by the client.

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 will cover all of the travel, meals, parking, and other reasonable costs necessary to the performance of these services.

**EDITED VIDEO FIRST VIEWING:** 1 – 2 weeks after filming, the first draft of the video will be available for the client to view 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.



@MYTOUCHFILMS

Copyright Assignment: My Touch Films LLC retains all copyrights to all drafts, raw and edited versions of any videos they record.



**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 director, 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 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.

**RESPONSIBILITIES:** My Touch Films will cover the required portion of the days activities corresponding with the package chosen by client. My Touch Films will wrap up filming once the reception has gotten to a place where guest are "just dancing" on the dance floor.

My Touch Films will cover **30mins** of dancing then we will wrap up for the day. My touch films will announce departure before departing venue.

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

**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 the client, failure to sign by client will enforce any right or void contract + reservation date.

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**PRINT**

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**SIGN HERE TO APPROVE** **DATE**

, its directors, officers, employees, design agents and affiliates, to client for



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