

The following is an agreement between service provider J. J. Video & Design, LLC (hereinafter referred to as JJVD, service provider, and/or the company)

and customer/service recipient \_\_\_\_\_ (hereinafter referred to as customer, client and/or recipient),

whereby JJVD will provide the following service(s):

Select One

Select One

Select One

Select One

Select One

and the customer will agree to pay all charges and rates as agreed.

The provider and the customer agree to the specific terms, conditions, and agreements for the above listed services/items which have been signed in conjunction with this contract (hereinafter referred to as "addendums").

Additionally, both the provider and the customer agree to the following terms and conditions.

I. Payment Practices

- a. The customer agrees to the following payment due dates:
  - i. The customer will pay a confirmation fee (also known as a deposit, security, booking fee) equal to 25 % (twenty-five percent) of the agreed estimated cost, prior to the date of service and/or in order to secure the service.
  - ii. If the customer decides to cancel the service, the customer must inform the provider 30 days prior to the date of service in order to receive 15 % of the total bill returned (customer will forfeit 10% of the total bill amount) which will be recovered from the deposit amount.
  - iii. If the customer decides to cancel the service less than 30 days prior to the date of service, the customer will forfeit all of the deposit amount (25 % of the total bill amount).

- iv. If the service provider is unable to perform the service as agreed, the customer is entitled to a refund of the entire deposit amount (25% of total bill amount or what ever has been paid so far, whichever is less).
- v. This confirmation fee will be credited as payment towards the final bill amount.
- vi. Remaining payment/balance will be due in full from the customer to the provider at the completion of the project.

- b. The customer will pay in any of the ways accepted by the company (including, but not limited to, cash, personal check, official bank check, money order).
- c. The customer agrees that the company may, at their discretion, verify funds on any payment (with the exception of cash) with the issuing bank, in accordance with the issuing bank's funds verification procedures.
- d. The customer assumes responsibility for any check that fails to be collected on. This includes any fees paid to the issuing bank or charged to the company by the depositing bank.
- e. If the check or payment fails to clear, it may be presented again automatically. If the check has failed to clear a second time, the customer will be notified by mail or phone that collection has failed. The notice will include the payment amount due, any charges, and must be satisfied by the stated due date on the letter.
- f. If collection fails after the above stated conditions, the provider may seek legal remedies to the full extent of the law, to which the customer will be responsible for any court fees, collection fees (as stated above) and any other fees deemed necessary.
- g. Any and all parties signed as customer will be responsible for the full bill amounts.

II. The Rights of the Customer

- a. The customer should expect the provider to record/keep documentation in the following means:
  - i. The provider will provide all necessary billing information (including, but not limited to invoices and payment receipts) in a timely and efficient manner.
  - ii. The provider will keep in records copies of all the above statements and they will be available to the

- customer up to 2 years after the purchase date.
- iii. The provider will keep any digital files and recorded media for up to 3 years in accordance with the addendums attached to this agreement
- b. The customer should expect the provider to achieve the following:
- i. The provider will provide the highest quality obtainable within its fiscal and possible means.
  - ii. If quality is determined by the customer as unreasonable or unsatisfactory, the customer will allow the provider must make an effort in rectifying any errors within its means.
  - iii. If quality is still determined to be unreasonable, then the customer is entitled to a partial refund of the total cost paid as determined by the following:
    1. Lack of substantial filming: 15%
    2. Lack of substantial editing: 20%
    3. Poor quality of video or audio: 15%
    4. Other issues: Will be negotiated between the customer and the provider.
- c. The customer should expect the provider to act in the following:
- i. The provider will dress and act professionally.
  - ii. The provider will be forthcoming with any issues
  - iii. The provider do their best accurately detail any and all charges according to the original service agreement and if the estimate is later determined to be different than the actual bill amount, the provider will notify the customer immediately.
  - iv. The provider will act in the most discreet manner during the service.
  - v. The provider will maintain all documents, video and audio footage (unless otherwise authorized), and billing information as confidential. The provider will

safeguard these documents and will only provide them to the customer or any other entities entitled according to law.

### III. The Rights of the Provider

- a. The provider should expect the following from the customer:
  - i. If travel is necessary, the customer will provide directions to all service locations from an origin point recognized by both parties
  - ii. The customer will provide instructions as deemed necessary by the provider and the customer to achieve an expected result. This is subject to the terms of agreement for the attached addendum(s).
  - iii. The customer will provide payment in accordance with the conditions stated above.
  - iv. The customer will express any concerns about the service in a timely matter.

### IV. Intellectual Rights

- a. The company retains all intellectual rights to any and all recorded media for the following purposes
  - i. Use in marketing materials (included but not limited to brochures, demo videos, and newsletters)
  - ii. Use in internal (within company) materials
- b. The company reserves all intellectual rights to any and all recorded media with the following guidelines
  - i. Unauthorized duplication, copying, or altering of published materials is strictly forbidden.
  - ii. Images and recorded media may not be used by the company for malicious (slander, libel) reasons.
- c. Additional Information
  - i. See Addendum K (if applicable)

### V. Other conditions and notices

- a. Please see attached addendums for any other service specific agreements.

VI. Signatures

- a. I, the undersigned, have read and agree to all the above statements. I have agreed to all the above statements and all the attached addendums.

\_\_\_\_\_  
Jeffrey Sheahan  
Authorized Signer on behalf of  
J. J. Video & Design

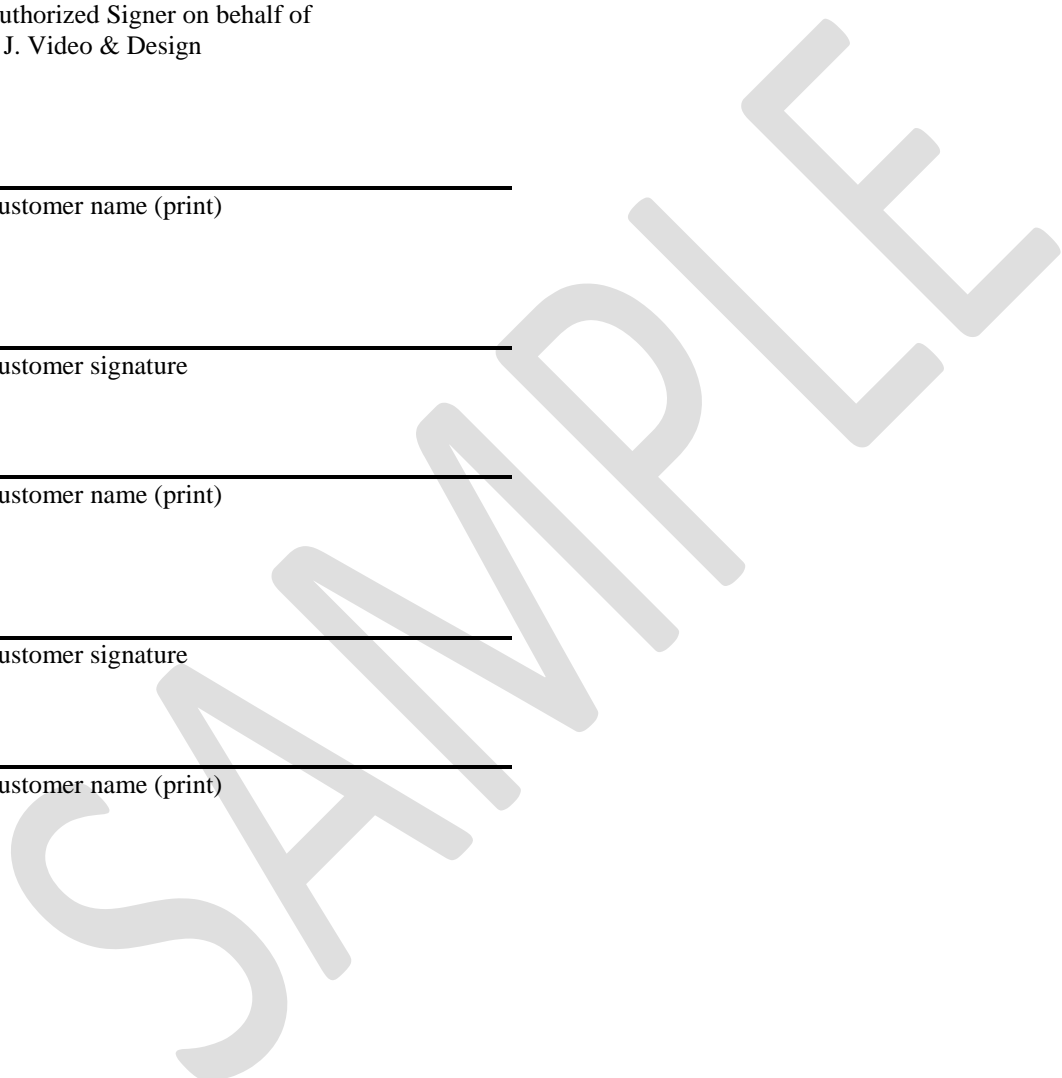
\_\_\_\_\_  
Customer name (print)

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Customer name (print)

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Customer name (print)



## Addendum B

The following is an addendum agreement between service provider

J. J. Video & Design, LLC

(hereinafter referred to as "JJVD", "service provider", and/or the "company")

and customer/service recipient \_\_\_\_\_ (hereinafter referred to as "customer", "client" and/or "recipient"),

WHEREBY JJVD will provide the following service(s):

### **Advanced Wedding Package**

and the customer will agree to pay all charges and rates as agreed.

#### I. Services Provided

- a. JJVD will provide the following equipment and/or personnel:
  - i. Two cameras to record the event as agreed
  - ii. Two technicians to operate the camera and audio
  - iii. Audio capture devices (as needed, up to two)
- b. JJVD will record the following events:
  - i. The entire wedding/marriage ceremony or up to two hours (whichever is less). Additional hours may be subject to additional fees and will be declared beforehand.
  - ii. Up to five hours of reception/dinner party or until 10pm, whichever is less. Customer may request a different five hour block, with advanced notice, but may be subject to additional fees.
- c. JJVD will provide the following editing services
  - i. Editing will be complete and comprehensive.
    1. Null spaces and poor quality video will be removed or repaired (within abilities).
    2. Seamless transitions
    3. Intra-video titles and/or slides
    4. Special messages at the customer's request (advanced notice required).
    5. Music can be added to the video presentation at the customer's request. This music should be part of the public domain and not copyrighted by any publisher, musician, or producer and will be provided by the customer to the company in an agreed upon formation.
      - a. If music is copyrighted, the company may chose to reject its addition to the final video.
      - b. Any music captured at the event (i.e. wedding march, dance songs) is assumed to be authorized by the musician or service provider. JJVD will not assume responsibility for copyright infringement.
      - c. If music added to the video at the customer's request is found to be copyrighted, JJVD will not assume responsibility for infringement.
      - d. JJVD is not responsible for ensuring music quality or legitimacy or legality. The customer is responsible for ensuring the quality of the music as provided by the customer or recorded in the "live" environment.
  - ii. JJVD will edit and include a video slideshow (video montage). This will include:
    1. Up to 60 photos of the customer's choice
    2. Any music accompaniment (subject to disclaimers as noted above)
    3. This video can be played at the reception and will be included on the DVD.
- d. JJVD will publish the completed video in the following format
  - i. The video will be published to DVD (PAL or NTSC format as requested) in full standard DVD quality.
  - ii. The DVD will be labeled with professional designs
  - iii. The DVD will be enclosed in a professionally designed case.
  - iv. Three copies will be provided to the customer (included in price).

#### II. To be paid by the customer

- a. The customer will pay \$795.00 for this service.
- b. The customer will also pay any sales tax.

c. The customer may also select additional services, which are subject to an additional fee.

III. Additional Services

a. The customer has selected the following services and agrees to pay the noted price plus any sales tax.

b. The following services may be subject to additional disclosures/addendums. Please refer to specific addendums.

None Selected	None Selected
None Selected	None Selected
None Selected	None Selected
None Selected	None Selected
None Selected	None Selected
None Selected	None Selected

VII. Signatures

a. I, the undersigned, have read, understand, and agree to all the above statements and all the attached addendums.

\_\_\_\_\_  
Jeffrey Sheahan Date  
Authorized Signer on behalf of J. J. Video & Design

\_\_\_\_\_  
Customer signature Date

\_\_\_\_\_  
Customer name (print)

\_\_\_\_\_  
Customer signature Date

\_\_\_\_\_  
Customer name (print)

\_\_\_\_\_  
Customer signature Date

\_\_\_\_\_  
Customer name (print)