

VIDEOGRAPHY SERVICES AGREEMENT

Location: _____ Date: _____

Client Information:

Full Name / Company: _____

Contact Person (if applicable): _____

Address: _____

Phone/Email: _____

Videographer Information:

Full Name / Company: _____

Contact Person (if applicable): _____

Address: _____

Phone/Email: _____

Project Details:

Event/Project Name: _____

Location(s) of Videography: _____

Duration / Dates of Service: _____

Services to be Provided:

Description of Videography Services: _____

Deliverables (e.g., raw footage, edited video): _____

Payment Terms:

Total Fee: _____ CAD

Deposit Amount (if any): _____ CAD

Balance Due Date and Method: _____

Rights and Usage:

Ownership of Footage and Intellectual Property:

The Videographer retains all copyrights to the footage and final video productions. The Client is granted a non-exclusive, non-transferable license to use the final deliverables for personal or commercial purposes as expressly agreed. Any additional usage rights, including sublicensing or resale, must be negotiated separately in writing.

Client May Not Edit or Alter Footage Without Permission.

Cancellation and Refund Policy:

Client may cancel this Agreement by providing written notice to Videographer. If cancellation occurs more than 7 days before the scheduled service, any deposit paid shall be refunded in full. If cancellation occurs within 7 days of the scheduled service, the deposit is non-refundable. Videographer reserves the right to cancel services with full refund of

any amounts paid if unable to perform due to unforeseen circumstances.

Limitation of Liability:

To the maximum extent permitted by law, the Videographer's liability for any claim arising out of or relating to this Agreement, including negligence, shall be limited to the amount paid by the Client under this Agreement. In no event shall the Videographer be liable for any indirect, incidental, consequential, special or punitive damages.

Indemnification:

The Client agrees to indemnify, defend, and hold harmless the Videographer from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to the Client's use of the services or deliverables, except to the extent caused by Videographer's gross negligence or willful misconduct.

Confidentiality:

Both parties agree to keep confidential any proprietary or sensitive information obtained during the course of this Agreement and not to disclose such information to any third party without prior written consent, unless required by law.

Force Majeure:

Neither party shall be liable for any failure or delay in performing obligations under this Agreement due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, or pandemics.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario, without regard to its conflict of laws principles. Any disputes arising under or in connection with this Agreement shall be resolved through negotiation between the parties, failing which the parties agree to submit to mediation before pursuing any other remedy. If mediation fails, disputes shall be resolved by binding arbitration in Toronto, Ontario, in accordance with the Arbitration Act, 1991 (Ontario).

Entire Agreement; Amendments:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, agreements, or representations, oral or written. Any amendments or modifications must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Waiver:

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right or any other rights.

Signatures:

CLIENT SIGNATURE

VIDEOGRAPHER SIGNATURE

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

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