



### The FelixFilms LLC Event Contract

This Videography/Photography Contract is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and The FelixFilms LLC ("TFFP") of 202 Tall Oaks Drive Unit G, Weymouth, Massachusetts 02190.

**DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, TFFP will provide to \_\_\_\_\_ the service of taking video/photos in connection with an Event/Wedding. The services will be provided on \_\_\_\_\_.

**PERFORMANCE OF SERVICES.** a. The Videographer will provide adequate coverage for the Customers event and will produce the highest quality digital video/photos. b. The Videographer will deliver the professionally produced video/photos in a timely manner. c. Videographer will capture and master the images in digital video format/RAW, complete with state of the art video editing capability. d. The Videographer will have the video/photos outputted in the format of the Customer's choice.

**PAYMENT.** a. Customer agrees to pay Videographer, a sum of \$100.00 in consideration of the services to be rendered by the Videographer. In consideration for this fee, the Videographer will devote 1 Full Day to cover the event or occasion of the Customer.

- b. The Videographer will provide proofs for final purchase of videos. On being satisfied with the videos taken, the Customer also agrees to pay the Videographer a sum of \$20.00 for each copy of the full video. Should the Customer request the videographer create a compilation or other material from the footage, the fees for this service will be provided to the Customer at that time by the Videographer. (See Packages for Details.)
- c. Upon completion of project, client is required to pay the remaining balance on said account in the amount of \$\_\_\_\_\_ on the day the product is delivered.

**TERM.** The Videographer and the Customer agree that this Agreement between the parties is for service of Videography/Photography that shall commence on the above date and complete on \_\_\_\_\_. The Videographer shall provide the



Customer with a video sample of the final video within 21 days. Said contract may be extended and/or renewed by contract of all parties in writing thereafter. Time is of essence.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, or other information (collectively the "Work Product") developed in whole or in part by the TFFP in connection with the Services will be the exclusive property of TFFP. Upon request, CEO will execute all documents necessary to confirm or perfect the exclusive ownership of the TFFP to the Work Product.

**CONFIDENTIALITY.** TFFP, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of TFFP, or divulge, disclose, or communicate in any manner, any information that is proprietary to \_\_\_\_\_. TFFP and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, TFFP will return to \_\_\_\_\_ all records, notes, documentation and other items that were used, created, or controlled by TFFP during the term of this Contract.

**WARRANTY.** TFFP shall provide its services and meet its obligations under this Contract in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards, and will provide a standard of care equal to, or superior to, care used by service providers similar to TFFP on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.



c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to, any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a



mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE CONTRACT.** This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral contracts between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Massachusetts.



**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Customer:

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By:

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Videographer:

The FelixFilms LLC

By:

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Filipos Filippides  
CEO