



A Division of Cranford Enterprises
PO Box 53067
Lubbock, TX 79453-3067
Cell (806) 698-1203
(806) 798-2665

Memorial and / or Funeral Contract

Event: _____

Honoree: _____

Hiring Party: _____

Contact Number: _____ Cell: _____

Event Location: _____

Date: _____ Time: _____

Funeral: Date: _____ Time: _____

Funeral Location: _____ Time: _____

Cemetery Location: _____

This is a contract between the above-mentioned Hiring Party and MGC Videos for photography and/or videography work to be done at the above-mentioned location on the above-mentioned date. A non-refundable booking fee of \$100 is due with this contract. **Balance of all fees are due 8 days before event.** One free DVD and package photos will be delivered to the Hiring Party at _____, 4 months after all requested items are received by MGC Videos. (These items may include songs for the DVD, any photos requested by MGC Videos, any money due for additional DVDs, overtime charges or photo prints, and any other items listed on page 2 of this contract.)



Hiring Party Date

MGC Videos – Glen Cranford Date

2 Memorial and / or Funeral Contract

Please Check Services Requested

_____ Digital Photography of the funeral Hours in package: _____

_____ Video Tape the funeral Hours in package: _____

_____ Memorial page on internet (MGCVideos.com)
 _____ Password protected Sub-Domain Page: _____

_____ Laminated obituaries

_____ Memorial Video _____ Photos _____ Songs
 _____ Simple with transitions
 _____ Extended simple with transitions
 _____ Special with special effects and backgrounds
 _____ Military service video

_____ State room video (same or different)

_____ Music CD for Funeral Director to play during service

_____ Special brochures for guests

_____ One DVD production of all photos and video
 _____ Additional copies at \$20.00 each (Must be ordered with this contract)

_____ Photo CD of all photos (Copies of CD and photos may be copied without Copyright infringement problems)

(This is copyrighted material and may not be duplicated by anyone except MGC Videos)

Hiring Party

MGC Videos

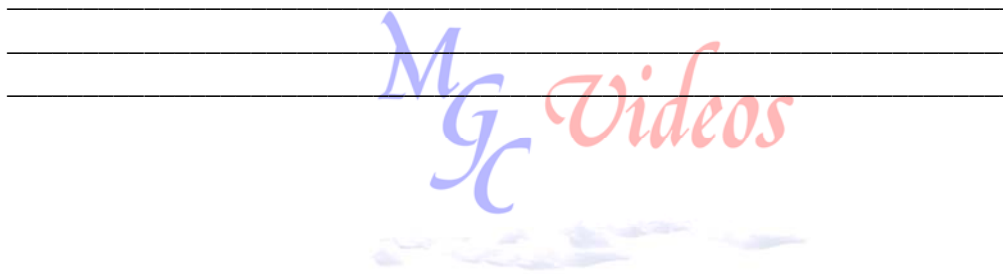
Date: _____

3 Memorial and / or Funeral Contract

*All photography and videotaping is dependant on the rules set by controlling parties of the special event. This may include when photos may be taken during the service and the location of the cameras. We will arrive 1 hour before the event to set up. An additional charge of \$100 per hour applies as a late fee if we have to wait to setup or to fulfill our duties. Our package time starts at the scheduled time of the event and ends with the allotted time indicated in this contract. Any overtime request will be due at the event.

Final payment of all fees are due on the due date in this contract. If balance of all fees are not paid by this date, all previously paid fees are non-refundable and our obligation to show up or fulfill our duties become null and void.

Additional Requests: _____



Total Due: \$ _____

Less Booking Fee Received - \$ _____

Additional Travel + \$ _____ \$50.00 per hour beyond Lubbock City Limits

Additional DVD order: + \$ _____ \$20.00 each (Must be ordered with this contract)
DVDs are \$50.00 each if ordered at a later date.

Balance Due for services: \$ _____ Due on or before _____

Hiring Party

MGC Videos

Date: _____



PO Box 53067

Lubbock, Texas 79453 (806) 698-1203

The following section outlines our responsibilities and remedies as needed. This section also outlines the rights of MGC Videos and the client in our business relationship.

1. This agreement constitutes an order for funeral service and / or memorial video photography and / or videography services, including taking of photos as agreed by both parties: MGC Videos and Contracting Party (client). Unless otherwise specified, it is understood that any and all rights to proofs, final or sample photo prints, and video tapes thereof shall remain the property of MGC Videos and may be used for advertising, display or any other purpose thought proper by MGC Videos.
2. If photographer or videographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other cause beyond the control of the parties or due to Photographer's or Videographer's illness or injury, then MGC Videos will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of Photographer. Client(s) agree that an entire special event cannot be replicated, reenacted or repeated for the purpose of a re-shoot and limits MGC Videos liability to the amount paid under this contract.
3. It is understood and agreed that no other photographer or videographer will be allowed to photograph / videotape or take photos at the funeral while our Photographer / Videographer are working. This includes the entire length of time that we are contracted to be present at the special event.
4. Our services are outlined in this contract and any verbal agreement is null and void. Any addition to this contract must be presented in writing by either party and approved by Client and MGC Videos.
5. **PAYMENT FOR SERVICES:** The charges in this agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

No part of any order will be delivered until all fees as outlined in this contract are paid in full (including any overtime charges incurred at the event.)

In the event that our services are cancelled before the funeral, all deposits received are non-refundable. If a memorial video has been ordered and finished, our fees for your particular video order are still due and payable as outlined in this contract.

The balances of all fees are before the funeral service. If a memorial video is ordered after the service, all fees are due before delivery of the final production. In the event that balance is not paid by due date, the photographer will not show up at the funeral. However, the balances of all fees are still due and payable to MGC Videos. All fees paid in advance which is less than the full amounts due will not be refunded for any reason.

Hiring Party

6. **RELATIONSHIP OF PARTIES:** It is understood by the parties that Photographer / Videographer are an independent contractor with respect to the client, and not an employee of the client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Photographer.
7. **WORK PRODUCT OWNERSHIP:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by MGC Videos in connection with the Services shall be the exclusive property of MGC Videos. MGC Videos reserves the right to use negatives and/or reproductions for advertising, display, publication, or other purposes. All photos, samples, video tapes, and proofs remain the exclusive property of MGC Videos unless waived by amendment to this agreement. The purchase of a Photo CD constitutes an amendment to this agreement.

NOTICE OF COPYRIGHT: It is ILLEGAL to copy or reproduce our photographs elsewhere unless photo CD is purchased from MGC Videos by Client. It is ILLEGAL to copy or reproduce our DVD productions elsewhere. Violators of this Federal Law will be subject to its civil and criminal penalties.

Our photo CD can be purchased and Client(s) have permission to make copies of the CD for their personal distribution and may make unlimited prints of the photos contained on the CD. The copies of the CD and the photo prints may not be sold by anyone except MGC Videos.

8. **COURTEOUS PHOTOGRAPHY/VIDEOGRAPHY GUIDELINES:**

In order for us to deliver a professional photo shoot and video shoot that you have paid good money for, we have implemented the following rules. We ask that you inform your guests, family, etc. of these rules. We are not responsible for bad photos or video if your guests do not follow these simple rules of photography etiquette.

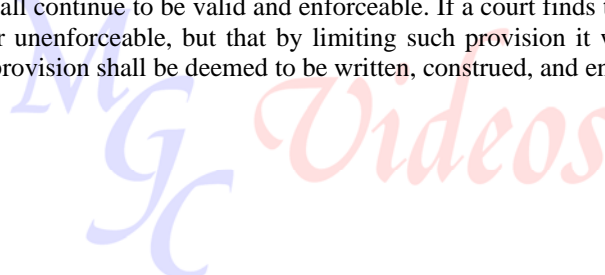
 - a) We move around a lot and we cannot worry about getting in the way of other cameras or camcorders. We try to be unobtrusive, but there are shots that we have to get.
 - b) When we are doing formal poses, do not take photos until we are finished with each pose. We will set the pose, take our photos and then give the guests a chance to take photos.
 - c) If we are taking photos while roaming (reception, informal service, or any other roaming shots) do not stand opposite our cameras to take your photos. The flashes cancel each other out and cause bad photos. Please stand beside or behind us.
 - d) Do not walk in front of our cameras. There's nothing more frustrating than trying to catch a special moment or special kiss and have someone walk in front of the camera at the time we take the shot.
 - e) Keep all children away from our equipment. If a child trips over a tripod and causes a \$5000 camera to crash to the floor, make sure the child has a parent with a large checkbook handy. We have insurance for our mistakes, but please control your children. For a professional production we bring approximately \$30,000 of equipment with us to each wedding.

Hiring Party

6 Memorial and / or Funeral Contract

- f) If the guests of honor are uncomfortable (too hot, too cold, screaming kids, time rushed, sickness, etc.) then the photo shoot or video shoot will be unhappy, depressing and a waste of someone's money. Please bring comfortable clothing, shoes, etc. for the photo shoot. If you need to change clothes for the photos, feel free to do so.
- g) Guests interfering with our photo shoots must be stopped by the hiring party. If they continue to interfere, we have the right to leave without further duties being fulfilled and no refund of monies paid for services.
- h) We are the only contracted photographer or videographer unless otherwise indicated in this contract. No other professional or amateur photographer or videographer will be allowed to participate unless written permission is given by MGC Videos.

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



This contract consists of _____ pages and we have read all pages, signed and or initialed each page. Any changes have been initialed by the Client and MGC Videos.

Hiring Party

Date

Hiring Party

Date

Glen Cranford for MGC Videos

Date

