



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

Special Event Contract

Event: _____

Honoree: _____

Hiring Party: _____

Contact Number: _____ Cell: _____

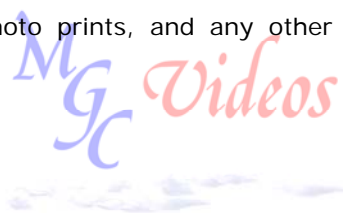
Event Location: _____

Date: _____ Time: _____

Rehearsal: Date: _____ Time: _____

Reception Location: _____ Time: _____

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



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 special event 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 special event 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. All changes or additions must be submitted in writing.
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 the special event is cancelled or postponed, the deposit and all fees paid are non-refundable. If we are notified in writing no later than 30 days prior to the event, the balance of fees due will be exempt from further collection activity. Any fees already paid will be our settlement for cancelling the contract and will be non-refundable.

The balances of all fees are due 8 days before the special event. In the event that balance is not paid by due date, the photographer will not show up at the special event. 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

In the event that your special event is cancelled less than two weeks before the event, all fees are still due and payable as outlined in this contract. Any rescheduled date will require a new contract with a non-refundable booking fee and the date must be available for the services of MGC Videos.

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.

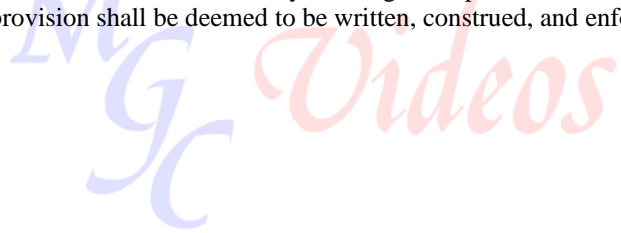
 - a) We move around a lot and we cannot worry about getting in the way of other cameras or camcorders. We try to be unobtrusive, but there are shots that we have to get.
 - b) When we are doing formal poses, do not take photos until we are finished with each pose. We will set the pose, take our photos 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.

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- 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

