

Wedding Date: \_\_\_/\_\_\_/\_\_\_ Number of Videographers: \_\_\_

# Contract for Wedding Video Services

This is a legally binding contract between Brian Kirby, 52 Close Hollow Dr., Hamlin NY, 14464 and

Bride(Partner): \_\_\_\_\_ Groom(Partner): \_\_\_\_\_

Cell:( ) \_\_\_\_\_ - \_\_\_\_\_ Cell:( ) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Instagram Handle(s): @ \_\_\_\_\_

## Date & Times

Brian Kirby has been contracted to perform the wedding video service selected below on \_\_\_\_\_ (date). Coverage Locations and Times will be as follows:

### Preparations(If being filmed)

Location(s): \_\_\_\_\_

Start Time: \_\_\_\_\_

### Ceremony:

Location: \_\_\_\_\_

Start Time: \_\_\_\_\_

### Reception:

Location: \_\_\_\_\_

Start Time: \_\_\_\_\_

### Video Package:

\_\_\_\_\_

**Highlight Video:** Yes(\$300) or No

**Misc. Add On's:** \_\_\_\_\_

*Circle one*

**Travel Fee(if needed):** \_\_\_\_\_

Brian Kirby's services Start & End times will be listed below.

When NOT filming bridal prep Brian must start a half hour before the ceremony starts.

Start \_\_\_:\_\_\_ a.m./ p.m.

End \_\_\_:\_\_\_ a.m./ p.m.

**Delivery:**

*Free Digital Download is included and will be provided via email*

**Cost:**

Retainer \$\_\_\_\_\_

Payment at Wedding \$\_\_\_\_\_

**Total Cost \$\_\_\_\_\_**

Overtime rate is \$375 per hour past the package time. We accept Cash or Check.

Make checks payable to "Brian Kirby." The balance is due on or before the Wedding Day.

**Other Contacts & Information**

**(Name and Phone #)**

Bestman:\_\_\_\_\_

MaidofHonor:\_\_\_\_\_

**(Name, Company Name, Website)**

Photographer:\_\_\_\_\_

DJ:\_\_\_\_\_

Coordinator:\_\_\_\_\_

Other Vendors:\_\_\_\_\_

## Terms & Conditions

1. It is understood that Brian Kirby is the exclusive Videographer retained by the client to cover each event. Any conflicts with other photographic and/or video coverage contracts and any notifications necessary to avoid such conflicts are the sole responsibility of the client.
2. Client assumes all responsibilities for obtaining any necessary permission, clearance permits, etc., which may be required for Brian Kirby to video each event, public or private. Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of, or inability to use, such camera positions.
3. Brian Kirby reserves the right to use videos for display, publication or other purposes. All video masters and raw footage remain the exclusive property of Brian Kirby.
4. In the event that the Client cancels the wedding video services outlined in this contract 3 months prior to the wedding ceremony date, the Client agrees to pay the package in full, due to Brian Kirby forgoing the opportunity to book another wedding in this time frame.
5. The remaining balance is due on or before the wedding date listed above.
6. If the wedding is postponed and the wedding date is changed the balance is still due on the original wedding date.
7. The wedding retainer is non refundable. If you cancel or postpone your wedding to a date we are not available on the retainer is not refundable. The retainer applies to the wedding date listed above. Wedding date changes may require an additional retainer at the discretion of Brian Kirby. If under some rare circumstance Brian Kirby cancels you will receive a refund for the retainer.
8. If Brian Kirby fails to comply with the terms of this agreement due to any event or at beyond the control of Brian Kirby, including but not limited to illness, accident, labor disputes, acts of God and other catastrophes, or uncontrollable and unforeseeable equipment failure, Brian Kirby liability is limited only to a refund of all monies received.
9. No specific section of the wedding is guaranteed to make the final video or be videoed. We record all that is requested to the best of our abilities and our control. We do our best to communicate with all other vendors to coordinate all the important aspects of your day.
10. Brian Kirby and other videographers will be provided with food if covering the wedding reception. Meals are to be provided at the time the Bride & groom are eating. Please discuss these details and meals with your caterer. The Videographer must be able to eat as near to the time as the Bride and Groom eat to ensure that we can be finished eating before any other part of the reception occurs that should be captured.
11. If during the course of the wedding, any of the Brian Kirbys's equipment is damaged or stolen due to the fault of any of the wedding guests, or any other vendor contracted by the CLIENT (including but not limited to, venue workers, wait staff, planners) the CLIENT is liable for payment to replace that piece of equipment or cover the insurance deductible.
12. It is the responsibility of the Client to provide a safe working environment for the videographers. If the health, safety, well-being or life of the videographer or their equipment is in jeopardy, both perceived or real, the videographer may remove themselves and all equipment from the premises or event. So far as it is safe, the videographer will give notice to the Client of the danger presented before leaving the premises. In such a situation, the videographer will not be held liable for any missed coverage of the events of the day. The videographer shall be entitled to retain all monies paid hereunder and Client agrees to relieve and hold videographer harmless and without liability as a result of incomplete wedding or event coverage.
13. Brian Kirby produces videos using the most compatible media for players (H.264, BD-R, DVD-R or DVD+R DL). Brian Kirby is not responsible for incompatibility with the video created and the client's player.
14. Video delivery should take no more than 3- 4 months from the wedding date. If the video is a delayed past 3- 4 months you will be notified prior to the deadline.

**Drone Terms & Conditions**

1. Drone coverage is dependent on weather and FAA regulations. The drone can not fly if the winds exceed 19mph, if it's raining, or snowing.
2. The drone can not fly in no fly zones declared by the FAA.
3. The drone can not fly over people or in unsafe flight conditions determined by the Remote Pilot in command and or drone operator.
4. It is the responsibility of the client to obtain permissions from venues and properties for the Drone operator to fly the drone over the property
5. The drone can not fly 30mins or more before sunrise or 30mins or more after sunset.
6. The drone is mainly used to capture the location from above. If you want a drone session of the couple than 30mins. needs to be set aside in the schedule to capture those shots. This can not be done while the photo session is happening due to interrupting the photographer and the time needed to coordinate those shots.

I have read and agreed to the terms and conditions printed on this contract. Please sign below :

**Client:**\_\_\_\_\_ **Date**\_\_\_\_\_

**Client:**\_\_\_\_\_ **Date**\_\_\_\_\_