



# Star 2 Productions, Inc.

16332 Fox Creek Lane - Plainfield, IL 60586 Ph: (708) 409-9686 Fax: (877) 782-7213

Contract No.

## Terms of Agreement

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This agreement ("Agreement") constitutes a binding contract for videography and photography services and/or products. By signing this Agreement, the clients, (collectively referred to below as "Client") agrees to pay Star 2 Productions, Inc. (referred to as "S2P") for the services and/or products. A retainer fee in the amount of **\$300** is due upon signature of this contract. The following terms and conditions shall also apply to Client's engagement of S2P:

**1. EXCLUSIVITY:** S2P shall be the only videography service provider retained by the Client for the event identified on the cover of this Agreement (referred to below as the "Event"). It is understood that it is the client's responsibility to secure permission of the shooting locations. It is understood that all tapes/recordings remain the property of S2P and is granted full and editorial and production control, retains all copyrights.

**2. VIDEOGRAPHER:** S2P shall assign a videographer from its staff exclusively for Client's Event. If necessary, assistants to such videographer shall attend the Event. S2P reserves the right to change any initial assignment and substitute another staff videographer at any time. Due to the length of time required to videotape the Event, Client agrees to provide the videographer and any assistants with a meal during the Event within the reception site dining room S2P cannot be responsible if food is placed in another room and coverage is missed.

**3. ILLNESS AND UNEXPECTED EVENTS:** S2P will not be liable to Client under any circumstances if its performance is prevented or impaired due to war, insurrection, strikes, walk-outs, riots, fire, acts of God, including adverse weather conditions and earthquakes, shortages or unavailability of labor or materials, laws or governmental restrictions which conflict with the terms of this Agreement, or any other matter beyond the reasonable control of S2P. In the event of any unanticipated videographer illness, S2P shall make reasonable efforts to substitute another competent professional. If another videographer cannot be assigned in time for the Event, S2P shall promptly return to Client all fees previously paid by Client, and shall then have no further liability with respect to this Agreement. S2P reserves the right to decline outdoor videotaping in the event of inclement weather. Client is responsible for providing an alternate nearby location in the event of inclement weather.

**4. LIABILITY:** Although all care will be taken at the Event by S2P, S2P limits any liability for loss, damage or failure to deliver pictures or video for any reason to return of fees paid by Client.

**5. NON-REFUNDABLE RESERVATION FEES:** A reservation retainer of \$300.00 is due upon the signing of this Agreement. Once the Agreement is signed and the retainer is paid, S2P shall reserve the time and date agreed upon for the Event and will not make other reservations that will conflict with the Event. For this reason all reservation fees are NON-REFUNDABLE. The remaining balance shall be paid no later than one week prior to the Event. There will be a \$25.00 per month charge imposed on any outstanding balances that are not received by the requested due date. The final product will not be released or edited until final payment is received. Should any check fail to clear the account against which it is drawn (for any reason, including insufficient funds), Client shall pay an additional fee of \$35.00.

**6. CHANGE IN DATE, TIME OR PACKAGE SELECTION:** Client may upgrade Client's package selection at any time until the day of the event, provided that S2P has an available videographer. However, under no circumstances shall Client be permitted to change its selection to a lower-priced package. In case of a change in the time or date of the Event, S2P shall make reasonable efforts to accommodate the change. However, if the new time or date conflicts with S2P's existing schedule, S2P reserves the right to terminate the Agreement. In the event of such termination, Client shall forfeit any previous non-refundable deposits.

**7. LIMITATION OF LIABILITY AND DISCLAIMER:** Notwithstanding any provision in the contract for services or these terms and conditions to the contrary, the warranty contained in section eight (8) and as limited herein is the only warranty extended by S2P in connection with the goods and services and are in lieu of all other warranties, whether expressed or implied, including warranties of merchantability and fitness for a particular purpose. S2P's liability is limited to the refund of the total amount paid for circumstances beyond its control, including but not limited to: power failure; equipment malfunction; poor lighting facilities; and defective tape stock or hard drive. In addition, contractor will not be responsible for loss or damage due to accident or illness. S2P's total liability upon breach of warranty or other provision of these terms and conditions or contract for services or as imposed by law shall not exceed the fee paid for the goods and services and in no event shall S2P have any liability whatsoever for payment of any consequential, incidental, indirect, special or tort damages of any kind even if party has been advised of the possibility of such damages. No allowance shall be made for any expenses incurred by the client in its repairing or replacing the goods. In the event of a breach of the warranty or other provisions hereof by S2P, S2P shall have the option to replace defective goods or services or refund that portion of the fee paid therefore.

**8. LIMITED WARRANTY AND WARRANTY CLAIMS:** S2P warrants that its services will be performed in a professional and workmanlike manner in accordance with applicable professional standards. Any special requirements for format or standards to be followed shall be attached hereto as an additional document and agreed to in writing by both the client and S2P. Because images and data stored on electronic media can deteriorate or be modified without S2P's knowledge, the client accepts responsibility for the completeness, correctness, acceptability or readability of the electronic media after an acceptance period of fourteen (14) days after delivery of the videotape and/or electronic files by S2P. S2P does not warrant, however, nor will S2P be responsible for, the performance of any products created or provided by third parties. Client's sole and exclusive rights and remedies with respect to any products created or provided by third parties, including rights and remedies in the event a product created or provided by a third party gives rise to an infringement claim, will be against the third party and not S2P. In no event shall S2P be liable for any warranty claim arising from the misuse, neglect or improper maintenance of the goods. The client must give written notice of a warranty claim hereunder within said period or the client will be deemed to have unconditionally accepted said goods and services. Goods returned to S2P without S2P's consent will be held at the risk and expense of client.

**9. VENUE, ATTORNEY'S FEES AND APPLICABLE LAW:** The validity and interpretation of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any court action to enforce this Agreement, or relating or arising out of this Agreement or the services provided by S2P shall be brought in a court of competent jurisdiction in the County of Will, State of Illinois. In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this Agreement, the prevailing party shall be entitled to its reasonable attorney fees for the costs of litigation from the non-prevailing party. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. Unless otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Each party represents that all required authorizations for its execution of this Agreement necessary to make this instrument binding in accordance with its terms against such party have been obtained and are in effect.

**10. PUBLICITY RIGHTS/PROMOTIONAL USE OF IMAGES:** By placing their signature below, the parties agree that S2P may use images from Client's event for any commercial use, including, without limitation, promotional videos for exhibition to other potential clients of S2P.

**11. MODIFICATIONS:** This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by S2P in connection with the Event. It is intended by each party to constitute the final written memorandum of all of their agreements and understandings in this transaction. No covenants, warranties, and/or representations, expressed or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth above. If either party to this Agreement has attempted to make such covenants, warranties, and/or representations, promises or prior agreements, they are each superseded hereby and waived. Any waivers, terminations, amendments or modifications of, or additions to, this Agreement must be in writing signed by the party against which the enforcement of such writing is sought.

**IMPORTANT 10-DAY CLAUSE** This contract should be signed and returned no later than 10 days after the contract date. Failure to do so could result in loss of the engagement date and by signing this contract, the client is accepting these terms agrees to all the terms and conditions set forth above.

Agreed to and Accepted by:

For Star 2 Productions, Inc.

For Client

Date

Date