

TXVIDEOGUY TERMS OF AGREEMENT

Details of the Plan chosen as described on the TXvideoGuy.com web site shall be considered part of this contract and override any statements herein that may be contrary to those on the web site.

LIMIT OF LIABILITY: In the unlikely event that the videographer is injured or becomes too ill to film the event, and no other employees are available, responsibility and liability is limited to the return of all payments received for the event package. TxVideoGuy takes the utmost care with respect to transportation and handling of video equipment and media. However, in the unlikely event that video has been lost, stolen, or destroyed for reasons within or beyond TxVideoguy's control, TxVideoGuy liability is limited to the return of all payments received for the event package. Neither TxVideoGuy nor any representative will be liable for damages exceeding the total cost of the video production. Any shipping or mailing of finished product will be done so at the Client's own risk. TxVideoGuy is not responsible for delays, loss or damages incurred while in transit. It is understood that TxVideoGuy is the official photographer/videographer and others photographing or videotaping of this affair will be permitted only at our discretion.

As far as in any video or photographic event we do not guarantee unobstructed shots due to limited movement allowed, sudden, bumpy camera movement or other uncontrollable circumstances. Due to the spontaneous nature of live events, we shall not be held responsible for any form of lack of coverage due to the action or inaction of the camera operator, video subjects, guests or any other persons. Good video requires adequate lighting so we make every reasonable effort to brighten your ceremony to achieve better video. If you decline the use of additional lighting then you acknowledge that you may run the risk of your finished product having excessive video noise (graininess) and at times the video may be out of focus because the video camera 'hunting' that is due to inadequate lighting.

We all know that proper names are commonly spelled differently. That is why we ask our clients to provide us with that personal information in writing so we can copy and paste it into the credits to avoid typos. All video editing shall be decided upon by the editor and is final. Any additional post production editing will be billed in accordance to the current rates.

Due to everybody's personal tastes, likes and dislikes we do not edit, crop or censor photos. It is our position to provide you with the pictures as they were taken at the event. We do not provide hard copy prints of any event, instead we give you the original photos on a CD/DVD, any further editing of the pictures is your choice and at your discretion. If you wish to further enhance, crop or manipulate your photos then you assume the full responsibility of any additional costs incurred if any.

Due to the digital nature of photography there will be no refunds, all sales are final. Once the service's are performed all retainers and payments are non-refundable. Return of product may only be made for defective products. Defective products will be gladly replaced. If there is a

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defect in the media then we will gladly exchange it. Under no circumstances may a product be returned for full credit. We do not give refunds, however we will work with you to help resolve any technical difficulties.

No part of any order will be delivered until balance is made in full. Balance is due before event starts. We do accept credit cards on-line via PayPal only. Client agrees to cooperate fully with TxVideoGuy and understands that without full cooperation by Client, satisfaction cannot be guaranteed.

We know that each situation is different but we do take every effort to insure that your video looks perfect; however due to situations where the available lighting is too low, the final product may be less than perfect. Other concerns in a low-light environment are blurring which is caused by the camera losing focus and then seeking to refocus. Again understand that without adequate lighting, satisfaction cannot be guaranteed.

By accepting our services you agree to all of the above statements and accept them as a legally binding contract.

WEDDING PHOTOGRAPHY ORDER:

Completion of the wedding deposits online payment constitutes an order for wedding photography / video in the form of photographs, proofs, albums and negative films. There are no oral or other agreements of the parties hereto and this Contract constitutes full and complete understanding and agreement between the Client and the Photographer.

LIMIT OF LIABILITY:

Although care will be taken with the negatives and photographs taken of the Wedding Day, Photographer limits any liability for loss, damage or failure to deliver photographs for any reason on behalf of Photographer, agents, assigns or licensees for their nonperformance caused by any force majeure or similar circumstances, illness, accident or any cause beyond their control; nor for the loss or damage of any photographic materials, whether in transit or in developing to return of all money paid by Client. In any event, the limit of Photographer's liability shall not exceed the contract price stated herein.

EXCLUSIVE PHOTOGRAPHER:

It is understood that no other photographer, amateur or professional, shall be allowed to photograph at the wedding while the Photographer is working, and that any breach of this agreement will constitute a reason for non-completion of the job with no liability to the Photographer and loss of Reservation Deposit by Client.

OWNERSHIP OF NEGATIVES:

It is agreed that ownership of the negatives will transfer to the Client upon delivery of the negatives to Client's physical control. At Client's request, the Photographer will turn over all the negatives to the Client upon completion of all print orders. If Client chooses to take physical

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control of the negatives, the Photographer will no longer be responsible for accepting printing orders from film. Furthermore, the Photographer will have the right to refuse printing from negatives which Client has not taken proper care of.

DISPLAY PROMOTION:

It is agreed that the Photographer may display and use photographs from Wedding Day for advertising, display, website and internet promotion, photographic contests, bridal shows, public display as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purposes thought proper by the Photographer.

RESERVATION DEPOSIT & PAYMENT SCHEDULE:

Upon signature, TxVideoGuy reserves the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of \$125.00 is non-refundable, even if date is changed or wedding cancelled for any reason, including acts of God, fire, strike, and extreme weather. Reservation Deposit is to be paid at time of parties signing this contract. Reservation Deposit is applied towards the contracted wedding photography package upon completion of this Contract. Client understands and agrees that the entire amount owed for the wedding photography package described in this contract is due on or before the Wedding Day.

GUARANTEED DELIVERY TIME:

Photographer agrees to have the contracted order for wedding photographs completed within eight weeks of the Wedding Day. Also any other photographic / video orders will be completed within eight weeks of order placement. This guaranteed delivery time is dependent upon Photographer having ALL the negatives or pertinent information in his physical control.

PROFORMA:

Due to everybody's personal tastes, likes and dislikes we do not edit, crop or censor photos. It is our position to provide you with the pictures as they are taken at the event. Any further editing of the pictures is at your choice and discretion. Since this is your choice then you assume the full responsibility of any additional incurred costs. All TxVideoguy's video editing shall be decided upon by the editor and is final. Any additional post production editing will be billed in accordance to the current rates.

As in any other service sales, all sales are final. Once the service's are performed all retainers and payments are non-refundable. Return of product may only be made for defective products. Defective products will be gladly replaced. If there is a defect in the media then we will gladly exchange it. Under no circumstances may a product be returned for full credit. We do not give refunds, however we will work with you to help resolve any technical difficulties.

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INDEPENDENT CONTRACTOR:

This Contract is not to be construed as an employment agreement in any way. The Photographer functions as an independent contractor.

CANCELLATION:

In the event the Client must cancel the contracted services for wedding photography on this Contract, the Photographer agrees to refund all money paid, excluding the Reservation Deposit of \$125.00.

Expenses: (The Client is responsible for all travel, accommodation, meal and transport costs unless provided by the Client)

CHANGES:

If there are any changes in the schedule, notify us immediately. In the event of a schedule conflict then we may substitute your event with other photographers. If this occurs then you agree that any and all liability will be transferred to the responsibility of the sub-contractors. TxVideoGuy will only act to edit the video made available to TxVideoGuy and to deliver the edited media (video and photos) to you.

DISPUTE RESOLUTION:

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following discussions and negotiations between a person or persons appointed or authorized by the Customer and the Writers then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

JURISDICTION:

This agreement shall be construed according to the laws of Texas

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Client agrees to cooperate fully with TxVideoGuy and understands that without full cooperation by Client, satisfaction cannot be guaranteed. It is understood and agreed that TxVideoGuy cannot guarantee to produce any video product of any specific object(s), situation(s), person(s), or event(s) or in combination thereof, taken by TxVideoGuy in the performance of the duties and/or services specified in this assignment.

RESERVATION:

A signed contract and non-refundable \$125 security deposit is required to reserve the specified coverage. The event is not considered "reserved" until the security deposit has been received by TxVideoGuy.

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PRE-EVENT CONSULTATION:

The parties agree to a pre-event consultation at least one week prior to the event date to finalize the actual shooting times, locations, and CLIENT'S request list (in writing) for specific shots.

COOPERATION:

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. TxVideoGuy will not be held accountable for not filming desired people if there is no one to assist in identifying people or gathering people for shots. TxVideoGuy is not responsible if key individuals fail to appear or cooperate during video sessions or for missed shots due to details not revealed to TxVideoGuy. The client agrees that a live event of substantial time length, cannot be replicated, re enacted or repeated for the purpose of a re-shoot and limits the ability to the amount paid under this contract.

TxVideoGuy hereby agrees to complete the video assignment to the best ability. Some limitation may apply if necessary footage is not available or provided. In the unlikely event that TxVideoGuy equipment is damaged by the client or a guest of the client, the client assumes financial responsibility for the damages of the item(s). TxVideoGuy reserves the right to use their sub contractors for any assignment. The client may not request employees to be hired or not to be hired for their event.

FILMING TIME / ADDITIONS:

The videography schedule and selected methodology are designed to accomplish the goals and wishes of the client in a manner enjoyed by all parties. The client and TxVideoGuy agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. It is understood and agreed that no other videographer will be allowed to videotape at the location while TxVideoGuy is working. Additional images to be included in the video must be in JPEG format and submitted to TxVideoGuy on a compact disc. Additional home video to be included in the final product may be submitted in the following formats: MiniDV tape, DVD, AVI, VHS tape or a Quick time .mov file.

HOUSE RULES:

TxVideoGuy is limited by the guidelines of the location site management. The CLIENT agrees to accept the technical results of their imposition on TxVideoGuy. Negotiation with the officials for moderation of guidelines is the client's responsibility; TxVideoGuy will offer technical recommendations only.

FILM AND COPYRIGHTS:

Until final payment for services rendered is made, the video produced by TxVideoGuy is protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without TxVideoGuy explicitly written permission. The client may make copies of the

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final product for personal distribution but may not re-edit the video or manipulate it in any way. Copies of the final product may not be sold by anyone other than TxVideoGuy.

EXHIBITION:

The client grants TxVideoGuy permission to display any video resulting from this assignment as an example of TxVideoGuy work on web sites and other sample viewings.

LIMIT OF LIABILITY:

In the unlikely event that TxVideoGuy is injured or becomes too ill to film the event, and no other employees are available, responsibility and liability is limited to the return of all payments received for the event package.

TxVideoGuy takes the utmost care with respect to transportation and handling of video equipment and media. However, in the unlikely event that video or other form of media (raw or finished product) has been lost, stolen, or destroyed and/or are undeliverable for reasons within or beyond TxVideoguy's control, TxVideoGuy liability is limited to the return of all payments received for the event package.

SECURITY DEPOSITS:

In the event of cancellation, the security deposit paid is non-refundable. It shall be liquidated damages to TxVideoGuy in the event of a breach of contract by the client. The client shall also be responsible for payment for any TxVideoGuy materials charges incurred up to time of cancellation.

PAYMENT SCHEDULE:

A non-refundable \$125 security deposit is required at the time of reservation. Total balance payable in full at least one week prior to the wedding date. Cash, Personal Checks and Paypal payments are accepted. PayPal payments require an additional amount to cover PayPal fees. The final product will be released to the client upon full payment being cleared.

CONTENT:

The client agrees that inappropriate behavior will not be filmed, submitted for use, or used in the final product. Inappropriate behavior includes nudity, expletives, breaking any rules of the location and/or laws, violence and the promotion of unethical views such as prejudice against people and/or beliefs.

The client has had opportunity to critically view samples of the TxVideoguy's video work and has retained the TxVideoGuy as the exclusive official photographer/videographer to cover this event. The Client grants the TxVideoGuy full production and editorial control regarding all aspects of this production and post production.

TxVideoGuy must receive photos, invitations, music, checklists, and any other materials required for the completion of the production within 3 days after the event. Production may proceed without such materials if not supplied and client accepts responsibility for the changes in the production as a result.

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MODIFYING UPON COMPLETION:

Any changes made to the elected package that include music choice and reformatting after the client's selections have been made and digitally formatted, will be at the expense of the client, and billed at TxVideoGuy's studio rate.

EXPECTED COMPLETION TIME:

8-10 weeks from the date all materials needed and client input have been gathered for production processing.

RELEASE:

TxVideoGuy has the right to cancel any contract with liability being limited to the refund of deposits paid.

TRAVEL:

Travel fee of one dollar per mile for each trip made by TxVideoGuy will be charged and immediately payable by Client for every mile outside of coverage area. This means, if location is ten miles outside the area, there is a ten dollar charge, if sixty miles then there is a sixty dollar charge per trip, etc.

THIS IS A LEGALLY BINDING CONTRACT. BY PLACING AN ORDER, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS.