

Doug Silton Productions • Videography Contract • As Of July 2011

AGREEMENT WITH DOUG SILTON PRODUCTIONS

DEPOSIT: To reserve your videography date, a signed contract must be returned, along with a \$200 deposit. This fee is a deposit on the videography package and as such, is deductible from the final bill. Final payment is due upon receiving the approved and proofed DVD.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Clients agree to come prepared with the subject matter relevant to the product being shot.

MODEL RELEASE: The Client hereby grants to Doug Silton Productions and its legal representatives, the irrevocable and unrestricted right to use and publish video of the client or in which the client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The client hereby releases DSP and its legal representatives from all claims and liability relating to said video footage.

DISTRIBUTION:

DOUG SILTON PRODUCTIONS will at it's own cost, add all graphics to SwingDanceStuff.com advertise and market Client's DVD and offer a commission rate of 50% net profits back the client. Payments will be made quarterly, via check to the address provided by the client. Commission structure does not apply to orders obtained via the affiliate program.

If Client wishes to opt out of distribution on SwingDanceStuff.com check here___.

LIMIT OF LIABILITY: In the unlikely event that the videographer is injured or becomes too ill to video the event, DSP will make every effort to secure a replacement videographer or reschedule the shoot for a mutually convenient date and time. If the situations should occur and a professional replacement is not found and the dates not rescheduled, responsibility and liability is limited to the return of all payments received for the event package, and no further damages may be sought against DSP for any reason. In the unlikely event that all the video have been lost, stolen, or destroyed for reasons within or beyond videographers control, DSP liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of original footage shall be a prorated amount of the package selected, based on the percentage of footage lost.

DAMAGE TO EQUIPMENT: In the event any DSP equipment is damaged, stolen or destroyed, either accidentally or intentionally, by the client, guest, attendants or employees of the client, the client is fully responsible for the equipment's replacement at current new market prices. Also in the event if videographer is harmed or injured either accidentally or intentionally, by the client, guest, attendants or employees of the client, the client is fully responsible for all costs involving the videographer's injuries. DSP bears no legal or financial liability to any individual attending the scheduled event that should be harmed or cause harm to another person or property for whatever reason or cause. The client accepts all responsibilities for all guests, attendants and employees of the client and anything that may happen to them.

Doug Silton Productions • Videography Contract • As Of July 2011

SECURITY DEPOSIT: In the event of cancellation, the deposit paid is non-refundable. It shall be liquidated damages to DSP in the event of a breach of contract by client. DSP reserves the right to terminate the contract for any reason at any time. Should DSP terminate the contract a maximum of all monies paid by the client will be refunded.

We, the undersigned client, hereby warrant that we are competent to contract our names. We confirm that we have read the herein agreement prior to its execution and we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, and legal representatives.

CLIENT NAME _____

CLIENT SIGNATURE _____

DATE _____

CLIENT NAME _____

CLIENT SIGNATURE _____

DATE _____

DSP OPERATOR _____

DSP SIGNATURE _____

DATE _____