



Production Contract

<i>Client(s) Name</i>		<i>Daytime Phone</i>	<i>Evening Phone</i>
<i>Address</i>		<i>City</i>	<i>State Zip</i>
<i>Date of Event</i>	<i>Event Location(s)</i>	<i>Shooting Time Schedule</i>	
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<i>Videography Package Details</i>		<i>Fee (postage included)</i>	
<i>Special Notes</i>	<i>Additional Montage/No. of Images</i>	<i>Fee (+ postage)</i>	
<i>Photography Package Details</i>		<i>Fee (postage included)</i>	
<i>Special Notes</i>	<i>Additional VHS/DVD/CD Copies</i>	<i>Fee (+ postage)</i>	
<i>Special Notes</i>	<i>Additional Video/Photo Online Access</i>	<i>Fee</i>	
<i>Approx. Shipment Date</i>	<i>Special Request Shipping Fee</i>	<i>Project Total</i>	
<i>Terms:</i>		<i>Fl residents add sales tax)</i>	
<i>1/3 Deposit Due Upon Signing</i>	<i>1/3 Amount & Date Due</i> <i>(Send with Wedding Details Form)</i>	<i>Balance Due On/Before Event</i>	

Agreement made this _____ day of _____, 20 ____, between Keys TV Television and Video Production Inc., d/b/a Abracadabra Productions, hereinafter called "Abracadabra" and _____, hereinafter called "client".

1. It is understood that Abracadabra is the exclusive official videographer and/or photographer retained by client to cover the event. Any conflicts with other photographic and/or video coverage and any notifications necessary to avoid such conflicts are the sole responsibility of the client. Abracadabra agrees that its owners, staff and employees will conduct themselves in a manner generally benefiting professionals while in attendance at the event. *(continued on next page)*

Key West Office
(305) 744-3435
Fax: (305) 744-3395

Palm Beach Office
(561) 251-8324

Mail
PO Box 6164
Key West, FL 33041

E-Mail
abracadabraTV@aol.com

2. Client assumes all responsibility for obtaining any necessary permission, clearance, permits, etc., which may be required for Abracadabra to record the event, public or private. Client is solely responsible for any fees necessary for Abracadabra to gain access to the event including but not limited to parking, admission fees, passes, and/or tickets. Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the content of the final production based on such requested camera positions.
3. Abracadabra reserves the right to remove equipment and personnel from an event for any reason when, in the opinion of the Abracadabra producer, there is sufficient potential to cause equipment damage or personal injury to the Abracadabra crew.
4. Because the Abracadabra crew will be with you from before the start time of the event until its conclusion, client will provide crew members food service during the guest meal service if coverage is greater than 4 hours.
5. Client hereby releases and authorizes Abracadabra to use images, names, sounds etc. of the event and any reproductions and/or recordings of them in connection with any contest, exhibition, display, airing, advertising promotion, newsletter, publication, inclusion in demonstration tape or other purposes. In return, Abracadabra agrees to use them in good faith and good taste.
6. Client warrants that all participants at the non-public event freely give their consent to being audio recorded, videotaped and/or photographed as part of the production and consent to the same good-faith usage's of their likeness, images and/or voices previously described in condition #5.
7. When the event activities extend beyond agreed time in coverage, overtime charges will be billed in 1 hour increments at the rate of \$500.00 per hour for high definition video and \$450.00 per hour for photography coverage until such time as the client informs Abracadabra to discontinue or the client has departed.
8. Abracadabra is hereby granted full editorial and production control by client regarding all aspects of the production and post-production services for the event. In the event a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master videotape or photographic CD, it is the sole discretion of Abracadabra as the exclusive producer of the event videography and/or photography.
9. Abracadabra will do its best to complete all projects within the time period quoted from the latter date of either the event date or date client delivers all materials necessary to complete the project. The completion period is only an approximate length of time and any longer periods necessary for completion will not void this contract. Abracadabra will notify client of such circumstances and try to give client a new approximate completion date.
10. Baby to couple Montage photos are due thirty days before the event date. Materials will be mailed back to client insured US mail which will be billed additionally. All personal property provided by client to Abracadabra for utilization in the post production of their video tape is received by Abracadabra at the complete and total risk of client. Client warrants that he/she has the legal rights to the materials delivered to Abracadabra for inclusion in client's videotape. Client agrees to indemnify and hold Abracadabra harmless for the loss, damage or liability for infringement of any rights arising from the use material in client's video. Abracadabra will make every effort to insure the safekeeping of client's personal property while in its possession and return same to client upon delivery of the edited program copy/copies.

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11. Abracadabra routinely archives client's Master DVD and Master CD (s).

12. Abracadabra retains all copyrights and reproduction rights for each production, original video tapes, original photographs, edited masters and all copies of each production, whether in whole or in part. Client is granted only a license to use each production or copies for private uses, unless other permission is granted in writing by Abracadabra.

13. In the event of a postponement or cancellation of the event the following will apply. If client notifies Abracadabra less than 60 days before the event date the deposit paid is not refundable; from 61 to 180 days, the deposit will be refunded if Abracadabra books another wedding for the date; 181 days or more the deposit will be refunded to client. All refunded deposits are subject to a \$100.00 administrative fee plus any charges incurred by Abracadabra including but not limited to credit card fees.

14. *Payment terms:* One third deposit is required to reserve your date. Second third is due 30 days before the event with the wedding details sheet. Final payment is due on or before the event date.

15. If Abracadabra fails to comply with the terms of this agreement due to any event or act beyond the control of Abracadabra, including but not limited to illness, accidents, labor disputes, acts of God and other catastrophes, or uncontrollable and unforeseeable equipment failure, Abracadabra's liability is limited only to refund of all moneys received.

16. If any portion of this agreement should be determined to be invalid, it is agreed that the invalidity of such portion shall not affect the validity of the remaining portions of this agreement.

17. This agreement supersedes and replaces any previous documents, correspondence, conversation, or other written and/or oral understanding.

18. Time is of the essence of this agreement. This agreement is made in the State of Florida and shall be governed by Florida law. The prevailing party in any litigation, arbitration or mediation to this agreement shall be entitled to recover its reasonable attorneys fees from the other party for all matters, including but not limited to appeals. Monroe County, Florida, shall be proper venue for any litigation involving this agreement. This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

19. This contract is being provided to you at your request and we have reserved time in our production schedule for your event on the date indicated on the contract. To confirm your reservation, it is necessary for you to sign and return one copy of this contract with your initial one third payment to Abracadabra within ten days of receipt, or your reservation may be canceled without prior notification. If additional time is needed, please call our office. We will gladly honor any reasonable request.

IN WITNESS WHEREOF, the parties have signed this agreement as of the day and year first above written.

Keys TV Television and Video Production Inc.
d/b/a Abracadabra Productions

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