

**2008 ROBLES VIDEO PRODUCTIONS, LLC  
CONTRACT FOR VIDEOGRAPHY SERVICES**

This agreement ("Agreement") constitutes a binding contract for videography services and/or products. By signing this Agreement, the clients, identified on page three of this Agreement (collectively referred to below as "Client") agrees to pay Robles Video Productions, LLC (referred to as "Robles Video Productions") for the services and/or products provided by Robles Video Productions at the price set forth on page three of the Agreement. The following terms and conditions shall also apply to Client's engagement of Robles Video Productions:

**1. EXCLUSIVITY:** Robles Video Productions shall be the only videography service provider retained by the Client for the event identified on page three of this Agreement (referred to below as the "Event"). Family and friends of Client shall be permitted to videotape the event, for non-commercial purposes, provided that such person or persons do not interfere with the videographer's duties. If, in the opinion of the assigned videographer, such person or persons are inhibiting the videographer from performing his or her duties, Client shall require the person interfering with the videographer to stop all further videotaping.

**2. VIDEOGRAPHER:** Robles Video Productions shall assign a videographer from its staff exclusively for Client's Event. If necessary, assistants to such videographer shall attend the Event. Robles Video Productions 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.

**3. ILLNESS AND UNEXPECTED EVENTS:** Robles Video Productions 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 Robles Video Productions. In the event of any unanticipated videographer illness, Robles Video Productions shall make reasonable efforts to substitute another competent professional. If another videographer cannot be assigned in time for the Event, Robles Video Productions shall promptly return to Client all fees previously paid by Client, and shall then have no further liability with respect to this Agreement. Robles Video Productions 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. LIQUIDATED DAMAGES:** Client and Robles Video Productions recognize it is extremely difficult and impractical to ascertain the extent of Client's actual damage in the event of a breach on the part of Robles Video Productions. Therefore, the parties agree that in the event of any breach arising from the negligence or other unintentional conduct of Robles Video Productions, including, without limitation, any damage to or loss of any videotape footage or photographs, Client shall be entitled to the following: **IN THE EVENT OF DAMAGE TO OR LOSS OF ANY VIDEOTAPE FOOTAGE:** A percentage reduction in the price of the video package, based upon the amount of actual tape-time which has been damaged, lost or not captured. Client would then receive the final product, containing the footage from the Event, which was captured, not lost or damaged. **IN THE EVENT OF DAMAGE TO OR LOSS OF ANY PHOTOGRAPHS:** Payment in the sum of \$1.00 per/lost damaged photograph. The return of such fees and payment of such damages shall be the sole and exclusive remedies available to Client.

**5. NON-REFUNDABLE RESERVATION FEES:** A reservation deposit of 50% is due upon the signing of this Agreement. Once the Agreement is signed and the deposit is paid, Robles Video Productions 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 two weeks 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.

PHOTO MONTAGE PRESENTATIONS: If a photo montage package is selected by the Client, an additional reservation deposit of 50% is due upon the signing of this Agreement. Once the Agreement is signed and the deposit is paid, Robles Video Productions shall reserve a projector for the time and date agreed upon for the Event and will not make other reservations for photo montage presentations that will conflict with the Event. For this reason all reservation fees for photo montage presentations are also NON-REFUNDABLE. Remaining balance shall be paid at the final viewing.

**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 Robles Video Productions 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, Robles Video Productions shall make reasonable efforts to accommodate the change. However, if the new time or date conflicts with Robles Video Productions' existing schedule, Robles Video Productions reserves the right to terminate the Agreement. In the event of such termination, Client shall forfeit any previous non-refundable deposits.

**7. RAW FOOTAGE, EDITING AND COMPLETION OF FINAL PRODUCT:** Client shall also have the opportunity to purchase raw footage from the event. The purchase price for the raw footage shall be \$25.00 per tape, or \$50 per DVD. However, if Client elects not to purchase raw footage, it will be destroyed. Client may submit, in writing (by fax, or e-mail), any specific editing requests concerning the Event to Robles Video Productions, within one week after the Event. If no written editing requests are made by client, editing of the raw footage is at the sole discretion of Robles Video Productions and no re-editing on the DVD will be negotiated. Completion of the final product is scheduled on first-paid, first-edited basis. An approximate completion date for your DVD will be assigned once all items necessary to complete the editing process is submitted to our office & the balance is paid off in full. The approximate completion date will then appear on your invoice. Allow 4-12 weeks for the editing process. However, If all items to complete the DVD are not submitted within 1 year of your event date, Robles Video reserves the right to do the following: Apply a 12% penalty charge for every month or cancel contract completely & refuse post production with no refund. If the balance is not paid off in full within 6 month from the event, Robles Video reserves the right to cancel the contract completely with no refund of payments.

**8. 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 California. Any court action to enforce this Agreement, or relating or arising out of this Agreement or the services provided by Robles Video Productions shall be brought in a court of competent jurisdiction in the County of Orange, State of California. In any action, arbitration or other judicial, quasi-judicial or extra-judicial proceeding related to any dispute arising from this Agreement, each party to this Agreement shall bear their own attorney's fees. 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.

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

**10. MODIFICATIONS:** This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by Robles Video Productions 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.

# RESERVATION DEPOSIT FOR ROBLES VIDEO PRODUCTIONS

## High Definition Video Package

To reserve Robles Video Productions services for the following dates, a 50% deposit is required with a sign contract.

- 1.) Event Name \_\_\_\_\_ Date \_\_\_\_\_  
HDV Package \_\_\_\_\_ Price of Package \_\_\_\_\_
- 2.) Event Name \_\_\_\_\_ Date \_\_\_\_\_  
HDV Package \_\_\_\_\_ Price of Package \_\_\_\_\_
- 3.) Event Name \_\_\_\_\_ Date \_\_\_\_\_  
HDV Package \_\_\_\_\_ Price of Package \_\_\_\_\_
- 4.) Event Name \_\_\_\_\_ Date \_\_\_\_\_  
HDV Package \_\_\_\_\_ Price of Package \_\_\_\_\_

## Photo Montage Presentation

Photo montage presentation will be added to the package for \$795.00: *(please circle)* Yes or No

We look forward to working with you,  
Robles Video Productions

\_\_\_\_\_  
*Client's Name (Please Print)*                      *Client's Signature*                      *Date*

\_\_\_\_\_  
*Robles Video Productions*                      *Date*

*Please fax back to our office at 714-672-0233  
Please mail the original contract with deposit in the form of a check (payable to Robles Video Productions, LLC)*