



## Terms & Conditions of Contract

**1. Payments** - An initial Reservation fee of \$300.00 is required with the signed contract to hold shooting dates and pre-production video planning. Reservation fees are non-refundable. **Half of the remaining balance is due (2) two weeks prior to your event, with the final balance due when you receive the finished product.**  
**A late fee of \$50.00 will be charged for late payments.**

**2. Delivery of Finished Product** - The client is welcome to pick-up their videos or DVD's in person or they can have them posted out to them, once Fun In The Sun Productions has received your final payment.  
(Please note that Post-Production editing may take up to 5 - 8 weeks to complete)

**3. Coverage/Exclusive rights** - Video coverage of your event begins 2 1/2 hours before your ceremony and ends at the end of your scheduled reception. Any time after 12.00 midnight is considered overtime and is billed out, at \$3.00 per minute (\$180 per hour) with a minimum of 15 minutes. It is understood that Fun In The Sun Productions is the exclusive official videographer retained to perform the services requested on this contract.

**4. Usage** - Fun In The Sun Productions reserves the right to use videos for display, publication or other purposes. All video masters and raw footage remain the exclusive property of Fun In The Sun Productions. Fun In The Sun Productions must be notified within 5 days after you receive your final delivery of your video production / DVD if you wish to purchase your raw footage. Raw footage can be transferred to DVD in increments of 2 hours per DVD. Each raw footage DVD costs \$90.00. After 5 business days of delivery of your DVD or video production all raw footage is bulk erased and is unrecoverable.

**5. Postponement/Cancellation** - In the event of a postponement or cancellation of the affair/contract, the deposits paid will be returned. The Reservation fee is not refundable, due to the fact that this date is secured for your event.

**6. Studio liability** - Fun In The Sun Productions takes the utmost care with respect to the production, post-production and delivery of the Video's / DVD's. However, in the event Fun In The Sun Productions fails to comply with the terms of this contract, due to any event or act outside the control of Fun In The Sun Productions, including but not limited to power failure, negligence, equipment malfunction, and defective tape stock. Fun In The Sun Productions liability is limited entirely to the Reservation Fee and deposits paid.

**7. Assigns/Substitutions** - In the event of illness or any reason outside the control of Fun In The Sun Productions, Fun In The Sun Productions reserves the right to substitute the videographer(s) assigned.

**8. Production and Editorial Control** - Fun In The Sun Productions is granted full production and editorial control by the client regarding all aspects of the pre-production, production and post-production services for this event. In the case a particular segment of the event is either not recorded, partially recorded, or not part of the edited master tape/DVD, it is at the sole discretion of Fun In The Sun Productions as the exclusive producer of the event.

**\*Due to our style and unobtrusive nature, Fun In The Sun Productions attempts to capture your event as-is. Every effort should be made to have the lighting at all locations be set to a level acceptable by the representative(s) of Fun In The Sun Productions. Fun In The Sun Productions reserves the right to request changes in lighting levels at event locations. Failure to accommodate lighting requirements will cause grainy and unclear video imagery.**

**9. Warranties** - Fun In The Sun Productions makes no warranties express or implied, with respect to the work or property that is the subject matter of this contract.

**10. Additional charges** - If something occurred at the event that the client does not want to appear on the videotape, the Client must instruct the studio before editing begins. Editing requests after the video has been delivered to the Client, will be billed at the current rate of \$125.00 per hour for editing and labour. Re-editing is available to the client for a period of (5) five days after delivery of the video, after the (5) day period the edited video will be deleted from the editing machine and is unrecoverable. **Parking and tolls incurred with travelling to and from the shoot will be charged to the client. If the venue is more than 50km away from Fun In The Sun Productions premises then an additional travel charge will apply. (Gold Coast & Sunshine Coast \$100.00)**

**11. DVD Compatibility** - Fun In The Sun Productions authors DVD's using the most compatible blank media on the market for set-top players. Fun In The Sun Productions is not responsible for incompatibility with the DVDs authored and the client/customer's player. A sample DVD can be provided if there are concerns with compatibility.

**12. Meals** - Fun In The Sun Productions asks that a courtesy meal be provided for the videographer(s). If a meal is not going to be provided then, the videographer(s) may leave your reception for up to 30 minutes to obtain a meal, and an additional charge of \$50.00 will be invoiced to you. Please let us know if the latter is the case so that the videographer(s) can plan ahead.

**(Note: Fun In The Sun Productions is not responsible for any event not captured in the case that one or more of the videographers must leave the reception to obtain a meal.)**



I / We have read the above terms and conditions and authorise Fun In The Sun to video the event specified on these terms and conditions.

**\*\* Please let us know if a courtesy meal will be provided or not by circling below.  
 (Please organise this so that we can eat before the speeches)**

**We will provide a meal / We will not provide a meal**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fun In The Sun Productions Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Booking/Reservation Fee	<b>\$300.00</b>	Date: _____
Pre-Production Balance	\$	Due Date: _____
Post-Production Balance	\$	Due Date: _____
Additional DVD Copies	\$	
50km Travel / Tolls / Parking	\$	