

Northside Productions, LLC d/b/a Maryland Photo Video Engagement Agreement

This Photo/Video Engagement Agreement (“Agreement”) is entered into as of the Invoice Date by and between Northside Productions, LLC d/b/a Maryland Photo Video (herein “Photographer”) and the above named Customer as follows:

1. Event - Photographer agrees to provide the services, i.e., photography and/or video recording (“Services”) of the above specified event (“Event”).
2. Schedule - Photographer will provide the Services according to the above-specified schedule. If the Event runs longer than expected, if Client desires that Photographer continue to provide the Services and Photographer is reasonably able to so perform, Photographer will continue to perform the Services in consideration of the addition fees therefor. No reduction in fees, refund or alternative services will apply if the Event ends earlier than specified above.
3. Change Orders - Changes to the Services will be documented in Change Orders substantially in the form attached hereto.
4. Preferences - Client may specify particular points, people or activities during the Event that Client desires that Photographer photograph/video record and Photographer may provide Client with a form for specifying such things. Photographer will make reasonable efforts to photograph/video record such things as so specified, but Photographer makes no guaranty thereof and a failure to do will not constitute a breach hereof or entitle Client to any remedy. Client may specify points, people or activities that it desires that Photographer not photograph/video record. Photographer will make reasonable efforts to comply with such request and if Photographer does photograph or video record such things, the sole remedy therefor will be deletion/destruction of such photograph or video recording after being informed thereof. Photographer makes no warranty that the photographs and video recording taken will capture particular images or meet Client’s expectations.
5. Review of Photography - Photographer will provide Client with proofs of the photographs of the Event within approximately twelve weeks of the Event, but only after receipt of the payment of the Final Payment. Seasonal workload can prolong the post production or post event editing process past approximate delivery time.
6. Album - Photographer will provide a preliminary album of photographs. Client agrees to specify any changes thereto within thirty days. Said time will be extended at Client’s requested by up to thirty additional days if such request is made prior to the end of the initial thirty-days period. Upon the end of such period without any specification of changes being made by Client or subject to such changes that are specified, the album will be deemed final and will be produced. Client acknowledges that there may be additional charges associated with the album, e.g., extra pages, special preparation, inclusion of additional materials, etc. that will be due before the album is delivered.
7. Video - Client acknowledges that the preparation of the video recordings will be as reasonably determined by Photographer. Photographer will provide the product thereof to Client when it is ready, but only after receipt of the payment of the Final Payment. Technical adjustments, misspellings of names or titles, video or audio glitches, if brought to Photographer’s attention within thirty days of receipt of the video will be corrected at no charge. Other changes or after that time, editing of the video will be subject to additional fees that will be due before the video is delivered.
8. Relief of Photographer - In the event that Client fails to make the Final Payment within ten days of it coming due, without being relieved of the duty to make such payment, Photographer will be

relieved of further performance under Sections 5, 6 and 7 until such payment is made. If such payment is not made within sixty days of it coming due, without being relieved of the duty to make such payment, Photographer will be permanently relieved of further performance under Sections 5, 6 and 7.

9. Copyright - The copyright for all photographs and videos produced by Photographer are reserved exclusively to Photographer. For the fees hereunder Client is granted a license for its personal use of such photographs and videos. Reproducing or further electronic distribution of the photographs and videos is prohibited without Photographer's consent, which consent may be subject to the payment of fees determined by Photographer. Photographer agrees that it will not use any of the Photographs or video records created in connection herewith for any purpose without Client's prior consent.

10. Staffing - Photographer will determine what staff will work at the Event. Client acknowledges that all staff, except for the manager(s) of Photographer, are independent contractors. Photographer reserves the right to assign and or replace personnel at any time. If a specific contractor is requested, Photographer will make reasonable efforts to accommodate such request. If set personnel must be replaced a suitable replacement will be assigned. Client is not entitled to any refund based on any such change and/or failure to provide a requested contractor.

11A. Fees - The following fees will apply:

a. A Reservation Fee of \$400 is charged to hold a particular date for seven (7) business days. Said fee is non-refundable, but if a contract is signed within that period it will be applied to the first payment due. This fee may be used to reserve both photography and videography services. If either service is reserved separately the Reservation Fee will be \$400 for each.

b. The Balance Due will be due and be payable as follows:

i. If the Balance Due is \$1,295.00 or less, the Balance Due less any Reservation Fee paid is due upon execution of this Agreement and this Agreement is contingent upon receipt of said amount. One third of the Balance Due will become non-refundable upon payment and an additional third of the Balance Due will become non-refundable six months prior to the Event.

ii. If the Balance Due is greater than \$1,295.00, the Balance Due will be due and payable as follows:(1) one third of the Balance Due less any Reservation Fee paid upon execution of this Agreement and this Agreement is contingent upon receipt of said amount and will be non-refundable; (2) one third of the Balance Due not less than six (6) months before the Event is non-refundable, but if the event is less than six (6) months away when scheduled, this amount will be due at the same time as the first payment, and this amount will become non-refundable six months prior to the Event, (3) one third of the Balance Due not less than seven (7)business days before the Event, but if the Event is less than seven (7) days away when scheduled, this amount will be due at the same time as the first payment ("Pre-Event Payment") and is non-refundable, and (4) if applicable, \$300 when the album is prepared to go to printing, and (5) if applicable, \$300 when the rough videos are prepared to be delivered. To (4) and (5) (or the earlier of them) will be added any additional amounts that come due("Final Payment").

iii. Any additional amounts that come due for goods and/or services are due within ten (10) days of receipt of Photographer's invoice therefor.

iv. It is acknowledged that the Balance Due may change based on Change Orders issued and accepted in connection herewith, provided that any increase will be due with the Pre-Event Payment.

- c. Unless payment is made via check, Client acknowledges that all amounts due hereunder may be applied to the credit card using the information provided therefor separately. Client agrees to promptly inform Photographer of any changes to the credit card information.
- d. Client will pay Photographer of a fee of \$100 for any chargeback or refused check as well as reimburse Photographer for any costs incurred in connection therewith.
- e. Interest of one and a half percent per month will accrue on all past due balances.
- f. Client will reimburse Photographer for all costs incurred, including attorneys', arbitrator's and court fees, required to obtain payment.

11b. Fees - The following fees will apply for corporate production services.

The Balance Due will be due and be payable as follows:

- a. The total balance for production services provided by Maryland Photo Video and its subsidiary and sister companies will be due no later than 10 days prior to scheduled event.
- b. If the event is scheduled outside of six months prior to event date, then a fee of 1/3 of the Balance due will be taken to reserve production services and is non-refundable. The final payment will be due 10 days prior to scheduled event.
- c. Please see and follow cancellation fee below for corporate production services.

12. Cancellation

- a. If Client cancels an Event, which is and or can be defined as a, contracted single service or multiple services, Photographer will refund to Client the amount then paid less any amount specified as non-refundable and a fee of \$50. If the Event is cancelled more than five months before the Event, the Reservation Fee may be applied by Client to the Reservation Fee for any newly scheduled Event or other fees due to Photographer for other services currently contracted or new services within one year from previous scheduled event. If the Event is cancelled five months or less before the Event, half of the Reservation Fee may be applied by Client to the Reservation Fee for any new scheduled Event or other fees due to Photographer for other services within one year from previous scheduled event. In the event that Client fails to make any payment when due, Photographer will be relieved of its duty to perform hereunder and Client will be deemed to have cancelled the Event and the foregoing will apply.
- b. Notwithstanding the foregoing, in the event that the Event is cancelled due to (i) the facility where the Event is to be conducted being damaged such that the Event cannot be held and is not relocated elsewhere, (ii) the roads to the facility where the Event will be held are impassible, which will be deemed to be the case if the federal government has closed and the Metro system is not running, (iii) in the case of a government city shutdown, or (iv) with respect to life cycle events, the death, hospitalization or incapacity of key person to an event, e.g., bride or groom, bar/bat mitzvah and/or a member of his/her immediate family, the amount paid and not refundable may be applied to another event scheduled within one (1) years of the scheduled event date.

13. Good Faith Efforts and Limit of Liability - Photographer agrees to apply its good faith efforts to performing under this Agreement. In the event that Photographer fails to perform, e.g., equipment failure, inability or failure to reach the Event, etc., it is acknowledged and agreed that Photograph's absolute limit of liability will be the refund of amounts paid by Client hereunder. To the extent that Photographer is able to only partially perform, an equitably determined refund will be given. Without limiting the foregoing, in no event whatsoever will Photographer be liable for

special, punitive, or consequential damages nor loss of profit, income, or revenue nor in any event for any amount in excess of the fees paid hereunder.

14. **Client Responsibility** - Client agrees to reasonably cooperate with Photographer in the performance of its duties. Client hereby assumes responsibility for the Event and the guests and attendees thereat and agrees to maintain conditions that will not inhibit the performance of Photographer, nor cause injury, loss or damage to the crew or their equipment. Client will indemnify Photographer for its breach of the foregoing.

15. **Choice of Law** - This Agreement will be governed and construed in the accordance with the law of the State of Maryland without regard to otherwise applicable conflicts of law rules/statutes.

16. **Dispute Resolution** - In the event of a dispute under this Agreement, where such dispute has not been settled within thirty (30) days after notice from either party to the other of the existence of the dispute, which resolution the parties each commit to pursue in good faith, the parties agree that, at the request of either party, such dispute will be submitted for binding arbitration with the following conditions: (i) the arbitration will be conducted by a single arbitrator selected jointly by the parties or, where such agreement cannot be reached, by appointment of the American Arbitration Association and the arbitrator will be required to issue a statement of the reasons upon which his decision is based; (ii) except as modified by this provision, the arbitration will be governed under the Commercial Arbitration Rules of the American Arbitration Association; (iii) the proceeding will be held in Montgomery County, Maryland; (iv) the proceeding will be conducted in English, (v) the proceeding will be closed and each party agrees to maintain the proceeding, the existence thereof and, except to implement the result and/or as required by law, in confidence, (vi) the arbitrator will require the non-prevailing party to reimburse the prevailing party for its reasonable costs incurred in connection herewith based on the arbitrator's allocation of fault; and (viii) the decision of the arbitrator will be enterable and enforceable in any court of competent jurisdiction. For avoidance of doubt, the arbitrator will not be authorized to override Section 13 hereof.

17. **Titles** - Titles and subheadings contained herein are inserted only as a matter of convenience and for reference. Such titles in no way define, limit, or prescribe the scope or extent of any provision of this Agreement.

18. **Whole Agreement** - This Agreement sets forth the entire agreement between Photographer and Client relating to the subject matter hereof. This Agreement may not be modified or amended, and no provision hereof will be waived, except by an instrument in writing signed by both parties, which, for avoidance of doubt, will include an exchange of e-mail, or in the case of a waiver, by the party against whom such waiver is sought to be enforced.

19. **Severability** - If, for any reason, any portion of this Agreement will be determined by a court of competent jurisdiction or arbitrator, to be void or unenforceable, then (i) that portion will be of no effect, (ii) the balance of the Agreement will remain in full force and effect, and (iii) the Agreement will be reformed to replace such portion found to be void or unenforceable with a valid and enforceable provision that comes as close as possible to expressing the intention of the portion found to be void or unenforceable.

20. **Assignment** - Neither party may assign this Agreement or any rights hereunder without the prior written consent of the other, provided, however, that Photographer may assign this Agreement to any successor-in-interest.

21. **Counterparts** - This Agreement may be executed in counterparts, by either an original signature or signature transmitted by facsimile transmission, by email in portable document format (PDF), or other similar process and each copy so executed shall be deemed to be an original and

all copies so executed shall constitute one and the same agreement. It is agreed that the foregoing processes may be used with regard to the execution of further documents among the parties hereto. The making of payments required hereunder will constitute acceptance of the terms of this Agreement or a Change Order. Confirmation of agreement via electronic mail will constitute acceptance of the terms of this Agreement or a Change Order.

IN WITNESS WHEREOF Photographer and Client have caused this instrument to be executed as of the day and year first above written.

For Northside Productions, LLC d/b/a Maryland Photo Video:

Name: _____

Signature: _____

By Client:

Name: _____

Signature: _____

Date: _____

Credit Card Authorization - If Client will pay by credit card, please complete the following: Card Type (check one): Visa Mastercard Discover American Express

Name on Card: _____

Billing zip code: _____

Exp Date: _____

Credit Card Number: _____

Credit Card Security Code: _____

Phone Number Associated with Card: _____

I authorize Northside Productions, LLC amounts coming due under this Agreement, including any change orders thereunder, to be charged to the above credit card.

Signature of Cardholder:

Change Order Maryland Photo Video

Date:

Orig Invoice No:

Change Order No:

Customer:

Description of Change:

Listed in the Invoice as well.

Change to Balance Due:

Listed in the Invoice as well. **IN WITNESS WHEREOF** Photographer and Client have caused this Change Order to be executed as of the day and year first above written. **Northside Productions, LLC DBA Maryland Photo Video:**

Name: _____

Signature: _____

By Client: Name: _____

Signature: _____

Date: _____