CONTRACT FOR VIDEOGRAPHY SERVICES

This Videography Contract (the "Contract") is made effective as of _____ (the "Effective Date"), by and between _____ of _____ and _____, with LCNY Beat of 4861 W. Martinsburg Rd., Lowville, New York 13367.

DESCRIPTION OF SERVICES. Beginning on _____, LCNY Beat will provide to _____ the following videography services (collectively, the "Services"):

LCNY Beat will be filming the Event of _____ and _____ at _____ in _____, NY; _____ in _____, NY on _____.

PERFORMANCE OF SERVICES. (1). LCNY Beat will provide adequate coverage for _____'s event and will produce the highest quality digital video. (2). LCNY Beat will deliver the professionally produced videos in a timely manner. (3). LCNY Beat will capture and master the images in digital format, complete with state of the art video editing capability. (4). LCNY Beat will have the videos outputted in the format of _____'s choice.

PAYMENT. (1). _____ agrees to pay LCNY Beat, a sum of $_____ in consideration of the videography services to be rendered by LCNY Beat. In consideration for this fee, LCNY Beat will devote ___ hours to cover the event or occasion of _____. (2). LCNY Beat will provide proofs for final purchase of videos. (3). On being satisfied with the videos taken, _____ also agrees to pay LCNY Beat a sum of $10.00 for each copy of the full video. Should _____ request LCNY Beat to create a compilation or other material from the footage, the fees for this service will be provided by _____ at that time to LCNY Beat.

DEPOSIT. At the time of signing the Contract, _____ shall pay a non-refundable deposit of $100.00 to LCNY Beat for the Services. The deposit will be subtracted from the total payment owed by _____ upon completion of the Services.

CANCELLATION POLICY. All deposit fees are non-refundable. A minimum of 10 days notice will be required for cancellation of this Contract. Any cancellation made with less than 10 days notice prior to the agreed upon service date will result in full payment by _____. If the cancellation is initiated by LCNY Beat, all monies paid to LCNY Beat from _____ shall be fully refunded, INCLUDING the deposit fee. Refund shall be paid out at month's end.

TERM. LCNY Beat and _____ agree that this Contract shall commence on the above date. LCNY Beat shall provide _____ with video samples of the final video within 60 days. Said Contract may be extended and/or renewed by agreement of all parties in writing thereafter.

WORK PRODUCT OWNERSHIP. LCNY Beat reserves the right to use videos and photos for display and or promotional purposes. All video masters, raw footage and photographs remain the exclusive property of LCNY Beat.

RELATIONSHIP OF PARTIES. It is understood by the parties that LCNY Beat is an independent contractor with respect to _____, and not an employee of _____.

CONFIDENTIALITY. LCNY Beat, and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of LCNY Beat, or divulge, disclose, or communicate in any manner, any information that is proprietary to _____. LCNY Beat and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract.

COURTESY. The videography schedule and selected methodology are designed to accomplish the goals and wishes of _____. _____ and LCNY Beat agree that positive cooperation and punctuality are therefore essential.

INDEMNIFICATION. LCNY Beat agrees to indemnify and hold harmless _____ from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against _____ that result from the acts or omissions of LCNY Beat, LCNY Beat's members, if any, and LCNY Beat's agents.

WARRANTY. LCNY Beat shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in LCNY Beat's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to LCNY Beat on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law,

if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.x

GOVERNING LAW. This Contract shall be governed by the laws of the State of New York.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed by _____ and on behalf of LCNY Beat by Christa Anne Dening and shall be effective as of the date first written above.

Client:

By: _____ Date: _____

Videographer:

By: _____ Date: _____
Christa Anne Dening