



DANCE Videography Contract

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COMPANY

Luke Kwo
President
LK Studio Inc.
PO Box 651
Sierra Madre, CA 91025
626.246.5600

CLIENT

Jennifer Allen
4145 La Sierra Ave
Riverside, CA 92505
909 240 8752
Alvord Unified School District
c/o La Sierra High School
9 KPC Parkway
Corona, CA 92879
(951) 509-5000

EVENT(S)

Editing:

- Video submission must be provided by LK Studio by April 30th, 2021
• Video edit to be completed by May 14th, 2021
• Up to 18 hours of video editing
• Editing will include no more than 6 routines and 20 dancers per routine
• Each performance should be less than 5 mins in length

Method of Payment/Options: Check, Cash, or Credit Card

Please Make All Checks Payable to: LK Studio, Inc.

All payment must be made prior to delivery of the videos/photographs

Total Contract Price: \$1,695

This Contract is between the COMPANY and CLIENT, whose name and address is listed above.

1. Contract Execution. A signed contract and a deposit of \$300 must be complete to perform the EVENTS listed above.
2. Pre-EVENT Consultation. COMPANY shall provide a 30 minutes pre-EVENT consultation to finalize the schedule, location, logistics, production needs, and to discuss the Client's particular requests. This consultation shall be performed on an agreed time between CLINET and COMPANY prior to the scheduled EVENT. Though no specific EVENTS or occasions happening throughout the day are guaranteed for specific capture during the reception, pre-EVENT, and post-EVENT schedules, preferences and opportunities should be discussed and reviewed.
3. Cancellation. If CLIENT(S) cancels this Contract on or before The EVENT, the COMPANY shall keep the retainer (if any) and any monies paid or expense incurred through the date of cancellation, since the cancellation date's proximity to The EVENT dictates the ability of the COMPANY to obtain other work during that period. All cancellations must be made in writing and signed by both CLIENT(S). A written cancellation must be submitted within Seven (7) days of the contracted date.
4. Rescheduling. If CLIENT(S) wishes to reschedule The EVENT and the new date and time are available on the COMPANY's schedule, any payments made may, at the COMPANY's sole discretion, be transferred and applied to the new date upon payment of a \$100 processing fee and execution of a new Contract that reflects these changes.

5. **Final Product.** The final post production and editing styles, effects, and overall look of the photos are left to the discretion of the COMPANY.
6. **Creative License & Ownership of Intellectual Property.** Unless otherwise specified and/or credited, all photos, editing, production, artwork, design, still and moving images, text and graphics in both their original and edited formats, are exclusive copyright works of COMPANY, without reservation. Raw footage of photographs are not available unless further terms and conditions are agreed in writing. It is understood that any duplication or alteration of original photographs is strictly prohibited {Copyright Law Title 17, Appendix V. Additional Provisions of the Digital Millennium Copyright Act 2005, Section 102} without the written permission of the COMPANY. Alterations include, but are not limited to, application of filters, cropping, or modifications of any kind. Notwithstanding this provision, the final photograph produced and provided to CLIENT(S) is a license intended for CLIENT(S) use, which may be shared on any CLIENT(S) web/blog post links and social media albums through both the use of the share functions and dissemination of direct links. The CLIENT(S) will have limited rights to duplicate or alternate footages for CLIENT(S) company purposes only. This right cannot be transferred without written approval by the COMPANY. Furthermore, COMPANY may sell or distribute photos to parties associated directly with the event; COMPANY may also use photos for marketing or publication purposes.
7. **Cooperation & Discretion.** The COMPANY retains the exclusive right of discretion in selecting the location, angle, topic, materials, length, lighting, filters, setting, poses, groupings, and any other matters of artistic discretion and other aspects of The Project, including decisions that affect the filming, production, post-production and editorial process. CLIENT(S)(s) will use their best efforts to ensure that guests and attendees cooperate with the COMPANY's requests.
8. **Model Release:** The CLIENT(S) hereby assigns the COMPANY the irrevocable and unrestricted right to use and publish photographs of the CLIENT(S) or in which the CLIENT(S) may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT(S) releases all claim to profits that may arise from use of photos.
9. **Safe Working Environment.** CLIENT(S) agree to undertake the best efforts to ensure that guests and attendees at the EVENT treat the COMPANY and staff with a safe working environment. The COMPANY retains the right to cancel the remainder of any on site duties in the event guests and/or attendees at The EVENT commit any instances of sexual harassment, violence, threats, or other similar behavior that would lead a reasonable person to feel unsafe in such an environment. In the EVENT of such cancellation, CLIENT(S) shall not be entitled to any refund.
10. **Exclusive Photography.** The COMPANY and their team shall be the sole COMPANYs for coverage of The EVENT.
11. **Inability or Failure to Perform.** If the COMPANY is unable to perform this Contract due to illness, emergency, fire, casualty, strike, Act of God or causes beyond the control of the parties, COMPANY shall make a reasonable attempt to provide a Substitute Service Provider. Further, if COMPANY is unable to deliver a finished product due to technological malfunctions, including but not limited to the equipment operation and photo processing, *without fault of the COMPANY*, liability shall be limited to a refund of the contract amount, minus the retainer and any payment processing fees.
12. **Substitute Photographer.** The COMPANY reserves the right to substitute or utilize any photographer chosen at the sole discretion of the COMPANY, including primary and additional photography staff, which shall not constitute a breach of this Contract.

- 13. Meals and Breaks.** A 30 minutes break is required for every member of the COMPANY's team for each period of coverage that lasts 5 hours. Two 30 minutes breaks are required for every member of the COMPANY's team for coverage that lasts 10 hours. Specific times to be in conjunction with event breaks and shall be determined by client.
- 14. Venue Guidelines & Permit Fees.** The COMPANY shall be bound by guidelines and policies of venue officials or management and CLIENT(S) agrees to accept the technical results of their imposition on the COMPANY. Negotiation with the officials for modification of guidelines and/or policies is the Client's responsibility. Any additional permits or fees required by the venue or local jurisdiction shall be the responsibility of the CLIENT(S).
- 15. Travel Fees.** Travel fees are included. Parking is not included in contracted price.
- 16. Indemnification.** The COMPANY shall be held harmless for any and all injury to the CLIENT(S) and the Client's property during the course of the photographic EVENT and the immediately surrounding EVENTS.
- 17. Entire Document, Modifications, Jurisdiction, Venue, Default and Breach.** This Contract incorporates the entire understanding of the parties and no oral or other representations shall be included in this Contract unless it has been reduced to writing and included in this document or designated exhibits. Any modifications of this Contract must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Contract. The Venue and Jurisdiction for any disputes shall be Los Angeles County, State of California, and notwithstanding a conflict of laws, the residency of the parties, or the location of the delivery of the services described hereunder, this Contract and shall be interpreted in, construed by and governed by the laws of the State of California.
- 18. Attorney's Fees.** If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.
- 19. Construction.** No provision shall be construed against the drafting party, and the language herein shall be interpreted as fair and equitable, with consideration given to common industry terms and practices.
- 20. Warranty.** COMPANY 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 COMPANY's community and region.

COMPANY's Signature:

Client Signature

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CLIENT(S)_____

Initial - COMPANY _____

Date

Date

Client Signature

Date