

BURMEISTER DIGITAL

VIDEOGRAPHY & PHOTOGRAPHY CONTRACT & BOOKING FORM

This agreement is between Burmeister Digital Pty/Ltd, t.a. Burmeister Digital and Carsten Burmeister Photography, hereinafter called the "photographer" and the undersigned, hereinafter called the "client". This contract pertains to the photographer's job & quote number: relating to their production at:

Location of the shoot

.....
.....
.....

On this date

Contact 1 phone

Contact 2 phone

Service

The photographer reserves the above date and provides the service of professional videography & photography as per this contract & booking form and as documented and detailed on the photographer's websites: burmeisterdigital.com, burdig.com and carstenburmeister.com/assignments.aspx

Payment Policy

A retainer/advance of 50% of the shoot cost is payable to reserve the above date for the shoot and to commence pre-production on the shoot. The client shall pay the remaining balance before release of the high-res files.

If the client cancels the shoot or this contract a refund of the retainer (less a \$250 administration fee) will only be given if the photographer is able to book a replacement shoot for that day, and only after the replacement client has paid in full. If another booking is not found the retainer shall be forfeited.

In the case of postponement, the retainer/advance may be applied to the new date, subject to the photographer's availability. The retainer/advance is not transferrable to any other parties.

Copyright Agreement

In accordance with Australian Copyright Law, the client understands that the photographer will retain ownership of copyright on all videos and photos. The original raw footage/photo files remain the photographer's property.

After post-production of the video and still images has been completed, the hi-res digital files of the shoot will be available to the client only after full payment of the balance has been received by the photographer.

Furthermore, the client hereby grants the photographer the right to use, display & publish any of the videos & photos in his promotional material or in industry competitions, as well as any reproductions or adaptation thereof for advertising the photographer's business, art, exhibition or for editorial use.

The photographer agrees not to use the material for any commercial purposes or in any other context than detailed in the job description and is in the spirit of this contract. Usage of the photographs or videos produced under this agreement - by either the client or the photographer - for any other purposes, or passing on of the material to any third parties, must be negotiated between both parties and shall not occur without written agreement.

Limitation of Liability

While every reasonable effort will be made to produce & deliver outstanding videos and photographs, the photographer will carry out the assignment with due diligence & care; however, the entire liability to the client for any claim, loss, or injury arising from the photographer's performance or from equipment failure etc, is limited to a refund to the client of fees paid.

In the event of illness, or any other reason why he may be unavailable (please be assured: A very unlikely event), the photographer will endeavor to employ the services of another photographer with similar experience and skills; however, if the client does not approve of the substitution, then a full refund will be offered.

A full refund will also apply if, due to complete equipment failure, natural disaster or other circumstances beyond his control, the photographer is not able to deliver any videos or photos at all. But no other recompense, beyond a full refund, is applicable, and no negotiations regarding other compensation would be entered into.

The client herewith confirms that they have permission to film or photograph at the locations and premises they designate for the shoot.

The client specifically indemnifies the photographer against any claims and clears the photographer of any liability that may arise from the use of the videos or photographs, especially in regard to the legality of music tracks chosen.

The photographer's Legal Public Liability Insurance is \$10 million.

I (the client) have received and understand the photographer's costing. The price is locked in and applicable for the date of the shoot & subsequent editing. I have read and understand this contract and agree to the terms & conditions.

Total agreed fee, as per quote no.: \$

I hereby authorise the photographer to use the credit card details below.

Another accepted payment method is Electronic Funds Transfer (EFT) to:

Account name Burmeister Digital Pty/Ltd
Commonwealth Bank, BSB 062 203
Account Number 1001 4699

Deposit / Retainer \$ Balance \$
payable now to confirm the booking date payable upon completion of the job

Card number

Name on card

Expiry date

Card holder's signature

Client's signature

Client's name:

Position:

Company:

Address & contact details:

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.....
.....

Photographer's signature: