

Service Terms

VIDEO PRODUCTION SERVICES

Empire Advertising & Design, LLC (dba Empire Creative Marketing) and Client, do hereby mutually agree to the following terms and conditions as the sole basic under which Empire Advertising & Design accept the assignment to record the production described in this proposal, and Client, as evidenced by his/her signature, does hereby accept the following terms and conditions:

1. The assignment is accepted by Empire Advertising & Design only under very specific limits of liability and Client hereby acknowledges Empire Advertising & Design liability is specifically limited to a complete refund of all monies then paid in the event, for whatever reason caused by whatever circumstance, Empire Advertising & Design is unable to provide recording, and further, in the event, caused by whatever circumstance, a recording is either damaged or destroyed during the postproduction phase of the assignment, Empire Advertising & Design liability is again limited to a full and complete refund of any and all monies then paid to Empire Advertising & Design.
2. The ability of Empire Advertising & Design to provide Client a professional recording is predicated on the complete and total co-operation of all parties to the event. Any restriction imposed upon the videographer by any one person may have a negative impact on the recording process and becomes the full and completed responsibility of the Client.
3. Empire Advertising & Design is hereby granted specific release by the Client on behalf of all participants to be a part of the video recording without benefit of compensation, unless otherwise specified in the proposal.
4. In the event a particular segment of the video is either not recorded, partially recorded or not a part of the edited master tape, it is at the sole discretion of Empire Advertising & Design as the retained producer to rerecord or edit accordingly.
5. All materials requested by Empire Advertising & Design from the Client (photographs, recordings, etc.) are accepted by Empire Advertising & Design at the sole and complete risk of the Client. However, Empire Advertising & Design will make every effort to insure their safe custody and return all items to the Client upon delivery of the Edited Master tape.
6. Upon final payment, the final video becomes the intellectual property of the Client. The Client will have all rights to the final edited video, and no retainers or royalties will be due to Empire Advertising & Design.
7. Empire Advertising & Design is hereby granted permission by the Client to utilize the production, in part or in its entirety, for sales demonstration purposes by Empire Advertising & Design without benefit of compensation.
8. Empire Advertising & Design reserves the right to remove their equipment and personnel from any event that in our opinion has the potential to cause equipment damage or personal injury, after notice of intent is first provided to Client.
9. Client hereby grants Empire Advertising & Design complete artistic license for video production and post-production services provided by Empire Advertising & Design, without exception. Client has the right to request modifications to the edited video. If modifications exceed the time provided for in this proposal, additional charges will be billed at the hourly rate.
10. Empire Advertising & Design is not responsible for the storage of Edited Master or raw footage for any defined period of time.

All services must be paid in full prior to the release of the final video production.

Project Acceptance

CONTRACT TO COMMENCE WORK

CLIENT APPROVAL & CONTACT INFORMATION

I have read and accept the above Proposal and Service Terms. I authorize Empire Advertising & Design, LLC to proceed with the project as described herein.

Package/Service Selection: _____

Contract Amount: _____ Term: _____

Signature _____ Date _____

Print Name _____ Title _____

Company _____

Street Address _____

City _____ State _____ Zip _____

Company Representative _____

Phone Number _____ Email _____

EMPIRE ADVERTISING & DESIGN, LLC

We agree to provide the services as described herein.

Signature _____ Date _____

Print Name _____ Title _____