

From:

Irving Entertainment Studios

Irving Entertainment Studios

Videography

(989) 464-2168

 (/cdn-cgi/l/email-protection)



Bill To: Anne Gentry / DDA

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Project: DDA July 2024-July 2025 Monthly Membership

Type: Commercial

Date: TBD

Time: TBD

Location: Downtown Alpena, MI

DDA JULY 2024-JULY 2025 MONTHLY MEMBERSHIP CONTRACT

Version 1

CONTRACT

Client Service Agreement

Entered into on Jun 28, 2024.

Event is on July 1 2024-July 1 2025 at Downtown Alpena, MI.

Parties:

Known as "Vendor"

Irving Entertainment Studios

_(/cdn-cgi//email-protection)

104 Water St. Suite 202 Alpena, MI 49707

(989)464-2168

and

Known as "Client"

Anne Gentry / DDA

_(/cdn-cgi//email-protection)

124 E Chisholm St. Alpena MI 49707

9893566422

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Vendor to provide services relating to Client's Commercial as detailed in this Agreement. Vendor has agreed to provide such services according to the terms of this Agreement.

Terms

Irving Entertainment and the Client agree that this contract shall commence on the above date and terminate after final payment is received for services. Irving Entertainment shall provide the client with two 30-second videos and ten professionally edited photographs each month.

The Client will be provided three rough-cut previews per video for approval and feedback throughout the editing process, prior to final export. All client input will be addressed after each rough cut, and changes will be made accordingly. After the third cut's final changes have been submitted and rendered, an additional fee of no less than \$200 will be required

for an additional edit, this includes but is not limited to; script changes, name changes, subject changes, title changes, subtitle spelling/wording, and any visual issues.

This contract may be extended and/or renewed at any time during the process by the agreement of all parties in writing thereafter. If more time and/or shoots are required for final production to be completed, the Client will be provided with an estimate of extended services to complete the project prior to any additional work being completed and must be signed prior to further work on the project.

Services

Vendor shall provide Client with the following services and/or products ("Services") each month:

- 1 - 1/2 Day Production
- 2 - Short Videos (30 seconds)
- 10 - Edited Photos

Location and Delivery of Services

Location. Vendor shall deliver Services to Client at the following location(s): Downtown Alpena, MI

Downtown Alpena, MI

Delivery of Services. Vendor will provide all Services by 8/1/2025 unless otherwise specified in this Agreement.

Cost, Fees and Payment

Cost. The total cost ("Total Cost") for all Services is \$10,200 (paid in monthly increments of \$850) due in full by 7/1/2025. Client shall pay the Total Cost to Vendor as follows:

Payment for each month's services will be due on or before the first of each month and will cover services for the proceeding month.

Exclusivity

Exclusivity. Client understands and agrees that he or she has hired Vendor exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Vendor hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Intellectual Property

Copyright Ownership. In the event that any copyrighted work(s) are created as a result of the Services provided by Vendor in accordance with this Agreement, Vendor owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Vendor and may be used in the reasonable course of Vendor's business.

Permitted Uses of Product(s). Vendor grants to Client a non-exclusive license of product(s) produced with and for Client for any professional use.

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Vendor's work and has a reasonable expectation that Vendor will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Vendor will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Vendor's current portfolio and Vendor will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

- i. Every client and wedding is different, with different tastes, budgets, and needs;
- ii. Videography services are often a subjective art and Vendor has a unique vision, with an ever-evolving style and technique;
- iii. Vendor will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
- iv. Although Vendor will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Vendor shall have final say regarding the aesthetic judgment and artistic quality of the Services;
- v. Dissatisfaction with Vendor's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Vendor.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Vendor shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless Vendor and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Vendor provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Vendor to render Services due to the fault of the Client or parties related to Client, such as failure of the Commercial to occur or failure of one or more essential parties to the Commercial to show up in a timely manner, Client shall provide notice to Vendor as soon as possible via the Notice provisions detailed in this Agreement. Vendor has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Vendor to provide the Services due to the fault of Client (or parties related to Client), and Vendor will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the Commercial, or should it become impossible for Vendor to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if Vendor is able to secure another, unrelated client for TBD, then Vendor may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

Impossibility

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event Vendor cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

Appropriate Conduct/ Safe Working Environment:

Event:

The Client(s) expressly agree(s) to take best efforts to provide [Vendor] and Vendor's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Vendor] or a bystander to present a threat or implied threat of injury or harm to [Vendor] staff or equipment, the [Vendor] reserves the right to cancel all services remaining under this Agreement and leave the event. At the [Vendor]'s discretion, the [Vendor] may enact a three-strike policy. After the first offense, the [Vendor] will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Vendor] shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the [Vendor] will immediately leave the event. If the [Vendor] leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold [Vendor] harmless as a result of incomplete event coverage, or for a lapse in the quality of the [Vendor's] work, and the Client(s) shall be responsible for payment in full.

Non Event:

The Client(s) expressly agree(s) to take best efforts to provide [Vendor] and Vendor's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to [Vendor] staff, [Vendor] will make reasonable efforts to notify the Client(s). If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time, [Vendor] shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold [Vendor] harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the [Vendor's]work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether [Vendor] resumes work detailed in this Agreement.

General Provisions

Governing Law. The laws of Michigan govern all matters arising out of or relating to this Agreement, including torts.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice (“Notice”) to each other via either of the following methods of delivery at the date and time which the Notice is sent:

a. Email

i. Vendor's Email: [\[email protected\] \(/cdn-cgi/l/email-protection\)](#)

ii. Client Email: [\[email protected\] \(/cdn-cgi/l/email-protection\)](#)

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the Commercial and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties' written consent via proper Notice.

Irving Entertainment Studios

TBD

Anne Gentry / DDA

Anne Gentry / DDA

Jul 2, 2024