

SERVICE CONTRACT

AGREEMENT made this ____ day of _____, 20____, between _____, hereinafter referred to as the Purchaser, and Side-B Digital Services.

1. The service/s to be performed at Event Location:

(Venue/s): _____

(Address/es): _____

2. Side-B Digital Services hereby agrees to provide the following services at the above-mentioned location/s.

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL \$ _____

3. The Parties hereby agree that the services shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): _____ Start Time(s): _____ AM/PM Finish Time(s): _____ AM/PM

4. The Purchaser hereby agrees to pay to Side-B Digital Services a total of \$ _____ for the aforementioned services. **A non-refundable deposit equal to half of the total contract amount is due immediately and the balance due at the end of the aforementioned event/s. ****

Purchaser Signature: _____

Side-B Digital Services _____

Additional Terms and Conditions:

This agreement constitutes an order for the above services between Side-B Digital Services and the Purchaser.

Side-B Digital Services is limited by the guidelines of the ceremony official or the reception site management. The Purchaser agrees to accept the technical results of their imposition on the photographers / videographers. Negotiation with the officials for moderation of guidelines is the Purchaser's responsibility. Side-B Digital Services reserves the right to redirect other guests with cameras if they cause any obstructions during the contracted time. The Purchaser is responsible for informing guests of these terms. Purchaser will allow up to 4 weeks of digital photo post processing and 10 weeks for video post production. Purchaser will provide up to 2 hours prior to event start for setup time of DJ and lights service. Unless otherwise specified, it is understood that any and all rights to proofs, final or sample prints, and raw video footage and final video renderings, thereof shall remain the property of Side-B Digital Services and may be used for advertising, display or any other purpose thought proper by Side-B Digital Services.

This agreement is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made By Side-B Digital Services to find replacement services at the agreed upon fees. Should Side-B Digital Services be unable to procure a replacement, Purchaser shall receive a partial or full refund depending on the circumstances. Side-B Digital Services shall not be held liable for any injury or damages to Side-B Digital Services crew or property while on the premises of said engagement, if damage is caused by Purchaser or guest, members of their organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, Side-B Digital Services compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. Side-B Digital Services reserves the right, in good faith, to stop or cancel the services should the weather pose a potential danger to them, the guests, and their equipment. Every effort will be made to continue the services. However, safety is paramount in all decisions. In the event of circumstances deemed to present a threat or implied threat of injury or harm to Side-B Digital Services staff or any equipment in Side-B Digital Services possession, Side-B Digital Services reserve the right to cease service/s. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time, Side-B Digital Services shall resume services in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether Side-B Digital Services resumes service. In order to prevent equipment damage or liability arising from accidental injury to any individual attending the event, Side-B Digital Services reserves the right to deny any guest access to any or all equipment.

**** Purchaser is given a grace period of 10 business days after the event date to provide full payment of the remaining balance. If full payment is not received within 10 business days, a penalty equal to 5% of the full contract amount will be assessed to the final bill. If full payment is STILL not received within 15 business days, all post-processing of media will cease and an additional penalty of 1% per week of the full contract plus any penalties will accrue until full payment is received. Any revision/s to this contract after the original agreement date shall be initialed and dated by both Purchaser and a representative of Side-B Digital Services. It is further agreed that no cancellations or revisions to this contract is valid 30 days prior to the event date.**