

THOMVIDEOPRODUCTIONS

CONTRACT OF SERVICES

This Agreement is entered into on this _____ day of _____, _____, by and between Thom Video Productions (hereafter referred to as TVP), a Sole Proprietorship, and Client(s), an individual(s).

In consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, TVP and Client agree to the following: TVP will render videography services for the Client at the wedding whose participants, Date, Time, and location are described below (the "Wedding"), in return for monetary compensation in the total amount of \$_____, payable in full on or before the Wedding Date (the "Contract Price"). A deposit of \$200 or 10% of the Contract Price, whichever is less, and which will be applied toward the payment of the Contract Price, is to be paid by Client upon execution of this contract (the "Deposit").

This Agreement may be terminated along with all attendant promises and liabilities under the following circumstances:

1. TVP may terminate this Agreement upon failure of technical equipment or other exigent circumstances, resulting in a full refund of any payment(s) made by the Client.
2. The Client may terminate due to cancellation of the Wedding under the following terms:
 - a. At least eight weeks prior to the Wedding for a full refund of any payments(s) made by Client including the Deposit.
 - b. At least four weeks but less than eight weeks prior to the Wedding for a refund of any payment(s) made by Client except for the Deposit.
 - c. Less than four weeks prior to the wedding for a penalty of 50% of the Contract Price, payable on or before the original Wedding Date as specified below (less Deposit).

In no event will the damages for a breach of this Agreement by either party ever exceed the Contract Price (*i.e.*, both parties hereby waive any entitlement to consequential, compensatory, punitive, and liquidated damages in connection with a breach of this Agreement).

If the Client wishes to change the Wedding Date, the Agreement may be terminated according to the above terms or revised by agreement of the parties, at the sole discretion of TVP.

If any part of this Agreement is held unenforceable for any reason, the remaining portion of this Agreement shall remain in full force and effect, and shall be carried out in a manner which is consistent with the intentions of the parties hereto.

In the event of any dispute or legal action between the parties concerning the enforcement or interpretation of this Agreement, each party shall be responsible for its own attorney's fees.

_____	_____	_____
Contract Price	Deposit Amount	Client(s) (printed)

_____	_____
Michael Thom, Thom Video Productions	Client(s) (signed)

_____	_____
Date	Date

_____	_____	_____
Wedding Date	Time	Location

_____	_____
Bride's Name	Groom's Name

Thom Video Productions
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