

## **2019 VIDEOGRAPHY & PHOTOGRAPHY RETAINER AGREEMENT JOHN DOWLING JR.**

This agreement ("Agreement") constitutes a binding retainer for videography & photography services for 2019. By authorizing this Agreement, the clients, identified on page three of this Agreement (collectively referred to below as "Client") agree to pay John Dowling Jr. for the services and/or products provided by John Dowling Jr. at the price set forth on page three of the Agreement.

The following terms and conditions shall also apply to Client's engagement of John Dowling Jr.:

**1. EXCLUSIVITY:** John Dowling Jr. shall be the only videography & photography service provider retained by the Client for the dates identified on page three of this Agreement (referred to below as the "Shoots"). If John Dowling Jr. is booked by the client for ONLY photography or ONLY videography; an additional company is permitted to shoot at the same event aside John Dowling Jr.. Family and friends of Client shall be permitted to videotape and photograph the event, for non-commercial purposes, provided that such person or persons do not interfere with John Dowling Jr.. If, in the opinion of John Dowling Jr., such person or persons are inhibiting John Dowling Jr. from performing his or her duties, Client shall require the person interfering with John Dowling Jr. to stop all further videotaping or photography. If the additional company hired by the client chooses to infringe upon John Dowling Jr.'s terms and services; John Dowling Jr. holds the right to ask the other company to refrain from continuing to do so.

**2. VIDEOGRAPHER & PHOTOGRAPHER:** John Dowling Jr. shall be the videographer & photographer exclusively for Client's Shoot. If necessary, assistants to John Dowling Jr. shall attend the Event. John Dowling Jr. reserves the right to change any initial assignment and substitute another staff videographer or photographer at any time due to illness.

**3. ILLNESS, UNEXPECTED EVENTS, BOOKINGS:** John Dowling Jr. will not be liable to Client under any circumstances if its performance is prevented or impaired due to war, insurrection, strikes, walk-outs, riots, fire, acts of God, including adverse weather conditions and earthquakes, shortages or unavailability of labor or materials, laws or governmental restrictions which conflict with the terms of this Agreement, or any other matter beyond the reasonable control of John Dowling Jr. In the event of any unanticipated illness John Dowling Jr. shall make reasonable efforts to substitute another competent professional. If another videographer or photographer cannot be assigned in time for the shoot, John Dowling Jr. shall promptly return to Client all fees previously paid by Client, and shall then have no further liability with respect to this Agreement. John Dowling Jr. reserves the right to decline outdoor videotaping or photography in the event of inclement weather. Client is responsible for providing an alternate nearby location for the shoot of inclement weather. It must be understood that upon signing this retainer, John Dowling Jr. is not the only eligible photographer or producer for the shoots. If John Dowling Jr. can not attend your shoot due to personal circumstances and you have already signed this retainer, John will offer the service of his associates. If the client chooses to deny the service of John Dowling Jr., then John Dowling Jr. will find a new photographer or producer for the shoot (package prices may vary). John Dowling Jr. may not make this change within 24 hours of the shoot date; However, if more than 24 hours are remaining until the shoot, changes may occur.

**4. LIQUIDATED DAMAGES:** Client and John Dowling Jr. recognize it is extremely difficult and impractical to ascertain the extent of Client's actual damage in the event of a breach on the part of John Dowling Jr.. Therefore, the parties agree that in the event of any breach arising from the negligence or other unintentional conduct of John Dowling Jr., including, without limitation, any damage to or loss of any video production or photographic shoot, Client shall be

entitled to the following: IN THE EVENT OF DAMAGE TO OR LOSS OF ANY VIDEOTAPE FOOTAGE OR PHOTOGRAPHS: A percentage reduction in the price of the video & photo package, based upon the amount of actual tape- time which has been damaged, lost or not captured. Client would then receive the final product, containing the footage & photographs from the shoot, which was captured, not lost or damaged. IN THE EVENT OF DAMAGE TO OR LOSS OF ANY PHOTOGRAPHS: Payment in the sum of \$1.00 per/lost damaged photograph. The return of such fees and payment of such damages shall be the sole and exclusive remedies available to Client.

**5. NON-REFUNDABLE RETAINER FEES:** A retainer deposit of 50% of the retainer fee is due upon the signing of this Agreement. Once the Agreement is signed and the deposit is paid, John Dowling Jr. shall reserve the time and dates agreed upon for the shoots and will not make other reservations that will conflict with the shoots. For this reason all retainer fees are NON-REFUNDABLE. Please note that this agreement will be terminated if the deposit is not paid within 5 days of signing this agreement.

**6. PAYMENT SCHEDULE:** The payment schedule will be as follows:

1. 50% of the retainer - NON- REFUNDABLE upon authorization of this retainer.
2. Remaining balance due 30 days prior to first shoot.

\* (See studio pricing production.pdf for breakdown of fees and package details for à la carte" style photo and video)

**7. CHANGE IN DATES, RETAINER, OR PACKAGE SELECTION:** Client may upgrade Client's retainer or package selection at any time until the day of the shoot. However, under no circumstances shall Client be permitted to change its selection to a lower-priced package. In case of a change in the time or date of any shoot, John Dowling Jr. shall make reasonable efforts to accommodate the change. However, if the new time or date conflicts with John Dowling Jr. existing schedule, John Dowling Jr. reserves the right to refuse such requests. In the event of such termination, Client shall forfeit any previous non-refundable deposits and or they will be applied to the upgraded services pro-rata based on the remaining time on the retainer or package chosen.

**8. VENUE, ATTORNEY'S FEES AND APPLICABLE LAW:** The validity and interpretation of this Agreement shall be construed in accordance with the laws of the State of New York County of Suffolk. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. Unless otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Each party represents that all required authorizations for its execution of this Agreement necessary to make this instrument binding in accordance with its terms against such party have been obtained and are in effect.

**9. PUBLICITY RIGHTS/PROMOTIONAL USE OF IMAGES 7 EDITED VIDEO:** The parties agree that John Dowling Jr. has the unlimited and exclusive right to reproduce any and all of the content from any of the shoots for exhibition to other potential clients of John Dowling Jr., social media sites, and in print and other marketing materials consistent with John Dowling Jr.'s typical promotion and marketing efforts.

**10. MODIFICATIONS:** This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by John Dowling Jr. in connection with the retainer. It is intended by each party to constitute the final

written memorandum of all of their agreements and understandings in this transaction. No covenants, warranties, and/or representations, expressed or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth above. If either party to this Agreement has attempted to make such covenants, warranties, and/or representations, promises or prior agreements, they are each superseded hereby and waived. Any waivers, terminations, amendments or modifications of, or additions to, this Agreement must be in writing signed by the party against which the enforcement of such writing is sought.

**11. CREATIVE CLAUSE:** It is understood that John Dowling Jr. is the exclusive official videographer & photographer retained by the Client to cover this retainer. John Dowling Jr. is granted full editorial, production and content control by the Client regarding all aspects of the production and post- production services. In the case a particular segment of any event or shoot is either not recorded, partially recorded, or not photographed, it is at the sole discretion of John Dowling Jr. as the exclusive Producer. If something occurred at the event that Client does not want to appear on the final edited videotape or in photographs, the Client must instruct John Dowling Jr. with-in 24 hours after the event. Any requests for changes, that are not the result of errors by John Dowling Jr. will be made at the current rate per hour for editing and labor. John Dowling Jr. cannot guarantee video or audio quality due to restrictions imposed at and/or by the shoot location. Because John Dowling Jr. may not be able to interrupt or interfere with any event associated with a shoot in any way to correct less than satisfactory shooting conditions. John Dowling Jr. is not responsible for shots that are missed or omitted because of being blocked. John Dowling Jr. retains the exclusive right to edit all content.

**12. RETAINER ADD ONS:** It must be understood that If the photographic or videographic sessions are booked out of Long Island a travel fee will be applied. For NYC shoots a flat rate of \$100 will be added to the retainer and due upon booking of the shoot. If bookings are outside of Long Island or NYC travel and accommodation fees apply.

**13. John Dowling Jr. ASSOCIATES:** Upon signing this 2019 retainer agreement the client gives permission to John Dowling Jr. to assign an associate to photograph or film any event associated with the shoot. In the event of a client booking for a destination event located outside of Long Island or NYC, John Dowling Jr. will Travel and Accommodations will be added to the retainer as outlined below.

**14. TRAVEL FEE AND ACCOMMODATIONS:** Upon signing this contract, the client agrees to pay all of the travel fees required for John Dowling Jr.. If John Dowling Jr. will be traveling outside of Long Island or NYC for any of the shoots a business class flight one round trip from the airport and airline of John Dowling Jr.'s choice, a car service or rental car at John Dowling Jr's choice, and a two-night stay accommodation is required.

**14. CLIENT INFORMATION** This agreement is specific and exclusive to the client and no substitutions may be made under any circumstances without prior written permission from John Dowling Jr.

Client name: \_\_\_\_\_ Contact number: \_\_\_\_\_

**15. BREAKDOWN OF RETAINER FEES AND PAYMENT SCHEDULE**

**8 Hour Retainer Agreement** 2019 April 1 - December 23rd 8 hour retainer agreement \$995

**15 Hour Retainer Agreement** 2019 April 1 - December 23rd 15 hour retainer agreement \$1295

**20 Hour Retainer Agreement** 2019 April 1 - December 23rd 20 hour retainer agreement \$2995

\*Additional hours billed at \$250 per hour when time is available (with pre-approval of client and John Dowling Jr.)

None retainer clients please see 2019 Studio Package Production pricing PDF for pricing.

Package Selected Photography-\_\_\_\_\_

Package Selected Videography-\_\_\_\_\_

Authorized by Client \_\_\_\_\_

Authorization by John Dowling Jr. \_\_\_\_\_