

Cathedral of St. Andrew Wedding Video Contract

This form is meant to establish expectations and payment conditions for the production of videos of the sacrament of marriage taking place at the Cathedral of Saint Andrew; it is a legally binding agreement between the bride and groom on one hand and the Catholic Diocese of Grand Rapids (also sometimes referred to herein as Cathedral of Saint Andrew) on the other hand. The bride and groom are jointly, severally and, where appropriate, as husband and wife, responsible for the duties and obligations set forth in this contract. Videos are produced using the in-house audio and video production system provided by the Diocese of Grand Rapids, used regularly for Sunday televised Mass and other special liturgies. The cameras are imbedded in the church and provide a non-intrusive way to capture the liturgical event without disruption. A trained, professional crew, working in the cathedral's production control room will switch between cameras and microphones and add title graphics live as the wedding happens. Three DVDs will be prepared moments after the ceremony is complete.

WEDDING DATE _____

BRIDE'S NAME _____

GROOM'S NAME _____

ADDRESS _____

ADDRESS _____

CITY, STATE, ZIP _____

CITY, STATE, ZIP _____

PHONE _____

PHONE _____

EMAIL _____

EMAIL _____

Wedding video contract terms and conditions

All or part of this video may be used by the Cathedral of Saint Andrew and the Diocese of Grand Rapids for promotional purposes. (Please choose) **YES** **NO**

A \$1,200.00 fee is payable upon contract agreement 14 days prior to the wedding, or the video services for the wedding date will be forfeited. The foregoing fee of \$1,200.00 is in addition to the other fees for weddings at the Cathedral of Saint Andrew. Please make checks payable to: Cathedral of Saint Andrew. In the memo, add the wedding date and the title: Video.

The Cathedral of Saint Andrew will be the exclusive professional videographer. No other professional video crew will be allowed in the church during the wedding.

Creative aspects of the production are at the discretion of the Cathedral of Saint Andrew video production crew. The Cathedral of Saint Andrew makes no representation or warranty, either expressed or implied, as to the aesthetic qualities of the completed video production.

The Cathedral of Saint Andrew will not be held responsible for any production problems beyond our control, e.g. accidents, poor acoustics, interference from guests, equipment malfunction, etc.

The Cathedral of Saint Andrew reserves the right to terminate this contract at any time for reasonable cause, e.g. accident or ill health. In this event all monies paid will be refunded in full.

Upon taking possession of the finished product, the client must inform the Cathedral of Saint Andrew of any perceived technical or other problems with the video within 14 days. After 14 days, if no notification has been received, the client will be deemed to be satisfied with the product.

The video will be produced live and unedited. No effort will be made after the wedding ceremony to change the video or remove portions by request. The DVD will be created after the ceremony and will be delivered as-is.

The Cathedral of Saint Andrew will record audio and video of the entire ceremony from the beginning of the opening processional to the end of the closing recessional. The wedding reception or any other parts of the wedding day will not be recorded.

Three (3) DVDs will be provided to the client following the ceremony. Additional DVDs can be purchased for \$5 per DVD for one year following the ceremony. After that time period, the video file will be unavailable.

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (whether written or oral) relating thereto. No modification shall be effective unless made in writing and signed by a duly authorized representative of the parties. Notwithstanding the foregoing, there may be one or more agreements between the parties with respect to other aspects of the wedding at the Cathedral of Saint Andrew unrelated to the videotaping which are not affected by this contract.

The bride and groom, jointly and severally, are responsible for obtaining all necessary licenses, permissions and clearances and further warrant that bride and groom, jointly and severally, have the legal right to anything that may be videotaped or recorded during or in connection with the wedding, including, but not limited to, music, photographs, performances, audiovisual presentations, displays, likenesses of participants or attendees. The bride and groom, jointly and severally, agree to indemnify and hold harmless the Catholic Diocese of Grand Rapids and the Cathedral of Saint Andrew from and against any loss, damage, claim or liability for infringement of any rights arising from the recording of the wedding and/or the making, distribution, copying, display or use of the resultant video or any portion thereof.

There are no third party beneficiaries to this contract. The bride and groom, jointly and severally, are acting as agents for all members of the wedding party, for all attendees, and for the parents or legal

guardians of any minors in the wedding party or attending the wedding and grant to Catholic Diocese of Grand Rapids all rights to be contemplated or set forth herein and warrant to the Catholic Diocese of Grand Rapids that they have the right to make the foregoing grant. The bride and groom, jointly and severally, agree to indemnify and hold harmless the Catholic Diocese of Grand Rapids and the Cathedral of Saint Andrew from and against any loss, damage, claim or liability for breach of the foregoing warranty.

Video services and the DVDs associated therewith are provided with no warranty whatsoever, and "as is," "as available" without any warranties, whether express or implied (including, without limitation, all warranties of merchantability, satisfactory quality, accuracy, non-infringement, or fitness for a particular purpose). The Catholic Diocese of Grand Rapids does not warrant that the DVDs will be operable, error-free, or will operate in conjunction with any hardware.

Notwithstanding anything else to the contrary in this contract and except as expressly set forth in this contract: (a) in no event shall Catholic Diocese of Grand Rapids of the Cathedral of Saint Andrew be liable for any special, incidental, or consequential damages (including, without limitation, loss of profits, loss of revenues, business interruption, or loss of information), whether based on breach of contract, tort (including negligence), or otherwise, whether or not the Catholic Diocese of Grand Rapids has been advised of the possibility of such damage or loss.

The sole and exclusive remedy of the bride and/or groom for any breach of this contract by Catholic Diocese of Grand Rapids or the Cathedral of Saint Andrew shall be the return of the \$900 refundable portion of the aforementioned \$1,200.00 payment, the adequacy and sufficiency of such remedy being hereby acknowledged.

The bride and groom jointly and severally represent and warrant that the DVDs and any copies thereof will be used only for personal viewing by friends and family. The bride and groom, jointly and severally, agree to indemnify and hold harmless the Catholic Diocese of Grand Rapids and the Cathedral of Saint Andrew from and against any loss, damage, claim or liability for breach of the foregoing warranty.

The undersigned, having read the above contract, agree to the terms set forth:

(Signature)

(Date)

(Signature)

(Date)