

Wedding Videography Agreement

The Client, **Aisis Herring & Cierra Mance** is hiring **Derwin Marshall of Fadeawayz Productions**, the freelancer to do certain work. The following sets forth the agreement between these two parties and binds them both.

Scope of Work

Freelancer will do the following for Client (the "Scope of Work"):

**Wedding Day, Friday, September 24, 2021,
Colonel Francis Beatty Park, Charlotte, NC**

Bronze Package - \$1,250

Up to 8 hours of coverage [add more at \$150 per hour]. 1 Cinematographer.

Edits:

- Wedding Highlight* [3 minute highlight movie]**
- Full Wedding Ceremony [typically 15-45 minutes]**
- Delivery estimate [3-4 weeks]**

Freelancer may decline, or charge additionally for, work that Freelancer reasonably deems to be beyond this scope.

The final deadline for completing the above work is: **October 22, 2021**

Ownership of the Work

Freelancer hereby assigns to Client all right, title and interest in the work produced or developed under this agreement, including all patent, trade secret trademark rights, and copyrights. This assignment is conditioned on Freelancer being paid the full amount owed under this agreement.

Payment

Client will pay Freelancer: (the checked term applies)

- a flat fee of \$1,250
- a fee of **\$1,250** of Freelancer's fee, **25% (\$312.50)** is due at the signing of this agreement.

The checked term applies:

- Client will reimburse Freelancer's reasonable expenses with prior approval.
- Freelancer will be solely responsible for Freelancer's expenses in connection with this agreement.**

Upon completion of the work, Freelancer will invoice Client for any amount due. Payment is due on the invoice date, or as specified in the invoice.

Any amount not received by its due date will collect interest at **20%** per month, or the legally allowable maximum if this amount exceeds it.

Confidential Information

Any information supplied by one party to the other marked as "Confidential" must be used only for the purposes of this agreement and must not be disclosed to other parties without the discloser's written consent. This does not apply to information that is publicly available or that the recipient already properly knew, developed or received independently. When the agreement terminates, Freelancer must return to Client any materials containing confidential information. Confidentiality obligations survive termination of this agreement.

Independent Contractor Relationship

Freelancer is an independent contractor, not an employee of Client. Freelancer is solely responsible for all taxes, withholdings, insurance, and any other obligations that may apply to an independent contractor.

Limited Warranty

Freelancer warrants that no obligation to a third party prohibits freelancer from entering into this agreement, and that to freelancer's knowledge, work produced under this agreement will not violate the intellectual property rights of any third party.

Limitation Of Liability

Unless a result of gross negligence or willful misconduct, the liability of either party to the other for any type of damages shall be limited to the amount of freelancer's total fees under this agreement.

Termination

If either party materially breaches this agreement, the non-breaching party may terminate the agreement only by providing written notice of the breach to the breaching party. The breaching party shall have 5 days to cure the breach after receiving such notice. If the breaching party fails to cure the breach in that time, the agreement shall terminate except with respect to those obligations that are noted herein as surviving termination.

If the agreement terminates for any reason other than a material uncured breach by Freelancer, then Freelancer is immediately entitled (the checked term applies):

- any unpaid fees prorated for the portion of the work completed at the time of termination**
- liquidated damages in the amount of _____, which the parties agree represents fair compensation for the harm Freelancer would suffer from termination.

The above payment obligation, and any payment obligations pending at termination, shall survive termination.

Miscellaneous

This agreement is between Client and Freelancer and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other.

This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

The laws of the state of **North Carolina** govern this agreement and any disputes arising from it must be handled exclusively in courts in that state. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

Signing a copy of this agreement, physical or electronic, will have the same effect as signing an original.

X Derwin J. Marshall

Derwin Marshall
Fadeawayz Productions, LLC
info@fadeawayzproductions.com

Date 11-23-2020

X Aisis Herring (Dec 1, 2020 18:38 EST)

Aisis Herring & Cierra Mance
Wedding Client
aisisherring@gmail.com

Dec 1, 2020
Date _____






Wedding Cinema Agreement (for Aisis Herring)

Final Audit Report

2020-12-01

Created:	2020-11-24
By:	Derwin Marshall (info@fadeawayzproductions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANKGgTJgxPzizacw3yooMsAdJwW5MTZhd

"Wedding Cinema Agreement (for Aisis Herring)" History

-  Document created by Derwin Marshall (info@fadeawayzproductions.com)
2020-11-24 - 3:53:08 AM GMT- IP address: 99.76.158.155
-  Document emailed to Aisis Herring (aisisherring@gmail.com) for signature
2020-11-24 - 3:55:07 AM GMT
-  Email viewed by Aisis Herring (aisisherring@gmail.com)
2020-11-28 - 3:18:16 AM GMT- IP address: 66.249.88.72
-  Document e-signed by Aisis Herring (aisisherring@gmail.com)
Signature Date: 2020-12-01 - 11:38:48 PM GMT - Time Source: server- IP address: 172.58.155.148
-  Agreement completed.
2020-12-01 - 11:38:48 PM GMT

INVOICE

Fadeawayz Productions, LLC



Fadeawayz Productions, LLC
10360 Gold Pan Rd.
Charlotte, NC 28215

Derwin Marshall
(704) 465-9461
www.fadeawayzproductions.com
info@fadeawayzproductions.com

Bill To Aisis Herring & Cierra Mance

Invoice Num 09397
Date Sep 30, 2020
Due Date Sep 23, 2021
Terms 358 days

Description	Quantity	Rate	Amount
Wedding Cinema Package - Bronze Deliverables - Wedding Highlight (3 Minute Highlight Movie) - Full Wedding Ceremony (15-45 Minutes) - Delivery, Online Upload (3-4 Weeks)	1	\$1,250.00	\$1,250.00

Up to 8 hours of Coverage. Add more for \$150/hr.

Thank you for your business.

—	Subtotal	\$1,250.00
Derwin Marshall, Owner Fadeawayz Productions, LLC www.fadeawayzproductions.com (704) 465-9461	Tax (0%)	\$0.00
	Total	\$1,250.00
	Paid	\$0.00
	Balance Due	\$1,250.00

Payment instructions

Via Paypal

paypal.me/fadeawayzproductions