

ZGN PRODUCTIONS
Event Services Agreement

This Event Services Agreement ("Agreement") is entered into as of

_____ ("Effective Date") by and between:

Client: _____

and ZGN Productions / Chris Hanna ("Freelancer").

The parties agree as follows:

1. Scope of Services. Freelancer shall provide creative production services as outlined under Clause 2 (Event Information). Freelancer retains sole discretion regarding staffing, equipment, production methods, and creative execution. If both videography and photography services are provided by Freelancer, Client acknowledges that Freelancer will be the sole videographer and photographer for the Event Date. Simultaneous photographic/videographic coverage by another professional photographer/videographer releases Freelancer from this agreement and immediately terminates service coverage without any refund being due to Client.

2. Event Information

Event Date: _____

Location(s): _____

Coverage Start Time: _____

Coverage End Time: _____

2a. Package Details:

_____ **PACKAGE**

Deliverables:

- Highlight Montage Video of _____mins in length
- Event Photography of at least _____ edited photos

Add-Ons:

- Audio Recording Included _____
- Raw Footage (with In-Camera Sound) Included _____
- Raw Photography Included _____
- Raw Pre-Event Photography Included _____
- Pre-Event Photoshoot of _____ edited photos Included _____
- _____ 20x30 Print Out(s) Included _____
- _____ Guest Book(s) Included _____
- _____ 10-30sec Short Video(s) Included _____

Highlight Montage Video includes video production during the specified time frame, video editing, color-correction, graphics and music outsourcing. This is a HIGHLIGHT MONTAGE VIDEO, which is a montage of soundless video clips set to music. This is NOT a full event video with guaranteed audio of any portion of the production day. The final product will be delivered digitally. Void if not included in the package.

Event Photography includes photography production during the specified time frame and full editing services (color-correction, cropping and balancing, object removal when possible). Freelancer crew will not take photos on behalf of guests with their own equipment or Freelancer crew equipment. Photo delivery will be through PassGallery. Void if not included in the package.

Raw Content. If raw content is purchased by Client, Client will provide Freelancer with a hard drive of at least 256GB to Freelancer or provide the funds for Freelancer to purchase one on Client's behalf. Should Client request raw content but fail to provide the hard drive through purchase or delivery, Freelancer will not be obligated to retain the media after 6 months. Freelancer will provide one reminder regarding hard drive requirements within this timeframe. Freelancer will send the hard drive through any postal service and provide tracking information to Client. Freelancer cannot be held liable for any damages or lost media resulting from such transportation, and agrees to hold a copy of the raw footage until Client confirms they have received the raw content or 14 days after delivery with tracking confirmation, whichever comes first. Raw video may or may not include audio, as some clips are recorded in slow motion. Void if not included in the package.

Pre-Event Photoshoot includes photography services for 1hr (unless otherwise agreed upon through writing) and full editing services (color-correction, cropping and balancing, object removal when possible). The Pre-Event Photoshoot date will be coordinated between both parties. Freelancer reserves the right to reschedule the Pre-Event Photoshoot up to 24hrs notice. Client will confirm the agreed-upon date 24hrs before the Pre-Event Photoshoot in writing to ensure all logistics have been finalized, such as location, exact time, permissions or any such details that are necessary for the Pre-Event Photoshoot to be performed. Should any circumstance prevent the Pre-Event Photoshoot from being performed, the event may be rescheduled up to 200 days after the original date, including dates after the Event Date. Photo delivery will be through PassGallery. Any disputes regarding the Pre-Event Photoshoot will not affect the enforcement or validity of any part of this Agreement, including payments and other deliverables. Void if not included in the package.

Audio Recording will include either audio recorded through a mounted shotgun microphone on the video camera or separate audio recording using lavalier microphones and/or shotgun microphone recording of all parts of the Event specified by Client in writing. This may require additional expenses such as the hiring of an additional person, which will be agreed upon in writing between the two parties. All details will be coordinated in writing between Client and Freelancer. Client agrees to plan for extra time for audio setup and coordination. Freelancer will not be responsible for audio imperfections due to the nature of a live event, such as lavalier mic rubbing, distance, wind, or any unavoidable circumstances that may arise. Void if not included in the package.

Guest Book will be delivered up to the Event Date. Client may be asked to provide a photo of their choosing for use in the Guest Book. Delivery of a Guest Book that requires a photo may be delayed until Client has delivered the photo to Freelancer. In the unlikely event that Freelancer fails to deliver the Guest Book by the Event Date, a refund of no more than the value of the Guest Book plus \$30.00 will be returned to Client as restitution. Void if not included in the package.

Print Outs will be created and delivered using a photo chosen by Client from photography captured on the Pre-Event date or the Event Date. Delivery or pickup from a local Walgreens will be coordinated in writing between Client and Freelancer. Size may include a 1-inch white border; display frame must be calibrated accordingly.

DISCLAIMER:

Client shall provide final schedule, addresses, contacts, and key moments no later than 72 hours before the Event Date. Failure by Client to provide required information or cooperation may result in reduced or missed coverage and shall not constitute a breach of contract by Freelancer.

Client acknowledges that all deliverables are subject to Freelancer's artistic style and prior work samples, and no specific aesthetic outcome is guaranteed.

3. Fees and Payment Terms

Total Fee: \$ _____

Non-Refundable Retainer: \$ _____

Date Due: _____

Remaining Balance (due no later than event date): \$ _____

The retainer is earned upon receipt for reserving the Event Date and declining other work and is not eligible for refund. No media, files, previews, or final deliverables will be released until all balances are paid in full. Late balances may incur a late fee of 1.5% per month or max legal rate, whichever lower. Remaining balances may be split into other payments upon approval in writing by Freelancer. Freelancer reserves the right to suspend or refuse performance if payment terms are not met.

4. Overtime / Additional Coverage. Coverage beyond contracted hours requested by Client and accepted by Freelancer shall be billed at: \$100 per hour, per crew member (rounded to nearest half-hour). All overtime requests will be made and accepted in writing for documentary purposes for overtime charges to be applied.

5. Travel and Destination Events. For events located more than 50 miles from Freelancer's primary office, Client shall be responsible for disclosed travel, lodging, parking, tolls, rental vehicle, airfare, and related expenses unless otherwise negotiated through writing. For events located within 50 miles from Freelancer's primary office, Client shall be responsible for disclosed parking and tolls unless otherwise negotiated through writing. If travel delays, cancellations, emergencies, or transportation failures prevent Freelancer from fulfilling this agreement, Client shall receive a refund of amounts paid, less non-refundable third-party expenses already incurred where legally permitted.

6. Creative Control / Coverage Limitations. Client acknowledges that live events are unscripted and conditions may change rapidly. Freelancer does not guarantee capture of any specific moment, person, pose, speech, reaction, or scene unless specifically staged and coordinated in advance, with the necessary time for preparation given.

Freelancer retains sole artistic discretion regarding shooting style, camera placement, composition, editing, pacing, color grading, music selection, and final deliverables consistent with Freelancer's portfolio and industry standards. Freelancer agrees to perform services in a commercially reasonable manner consistent with industry standards. Client dissatisfaction based solely on subjective taste or style preference shall not constitute breach of contract.

Freelancer is not liable for reduced coverage caused by:

- * poor lighting
- * weather
- * venue restrictions
- * delays
- * crowd interference
- * blocked views
- * guest behavior
- * vendor interference
- * schedule changes
- * denied access
- * unsafe conditions

Client agrees to ensure that all guests, attendees, and third-party vendors (including but not limited to planners, DJs, venue staff, and family members) act in a respectful and cooperative manner toward Freelancer crew. Freelancer crew shall not be responsible for compromised or missed coverage resulting from interference, obstruction, harassment, unsafe behavior, or lack of cooperation or coordination by Client or any third party. Freelancer reserves the right to cease or limit coverage without refund if, in Freelancer's sole reasonable judgment, working conditions become unsafe, hostile, or interfere with the ability to perform services.

7. Client Responsibilities. Client is responsible for:

- * obtaining venue permissions and securing permissions from attendees when required
- * timely schedule communication
- * identifying important persons and moments to capture
- * coordinating group photos
- * providing accurate addresses and access
- * creating necessary time to capture all requested photos
- * ensuring cooperation of planner, DJ, coordinator, venue staff, and family members

8. Meals and Breaks.

For events exceeding three (3) continuous hours of contracted coverage, Freelancer and Freelancer's crew shall be provided a meal and beverage break of at least thirty (30) minutes. Whenever reasonably practicable, this break will occur during a portion of the Event when active coverage is not required, such as guest dining or another scheduled break in Event activities.

Coverage shall be suspended during meal and beverage breaks. Freelancer and Freelancer's crew shall not be responsible for missed, delayed, or otherwise uncaptured moments, activities, or events occurring during any contractual meal or beverage break. No specific moment, person, speech, reaction, or activity is guaranteed to be captured during such a break.

If Freelancer or Freelancer's crew has worked continuously for more than six (6) hours and Client has not provided a meal and beverage, Freelancer and Freelancer's crew may take a meal break of up to one (1) hour to obtain food and beverages off-site. Reasonable food and beverage expenses incurred during such a break may be charged to Client, up to a maximum of \$35.00 per crew member, unless otherwise agreed in writing. Freelancer will make reasonable efforts to coordinate meal breaks with Client or the Event schedule when practicable; however, Freelancer is not required to disclose the exact timing of a meal break in advance when doing so would interfere with the Freelancer's ability to reasonably manage coverage, safety, scheduling, or crew needs.

Client acknowledges that meal and beverage breaks are necessary working conditions for Freelancer and Freelancer's crew and agrees that such breaks do not constitute a failure to perform or a breach of this Agreement.

9. Revisions and Delivery. Up to 2 rounds of revisions are included. A "revision" is defined as a consolidated round of changes submitted in a single request. Revision requests must be submitted within 90 days of first delivery. Additional revisions will be \$100 per round. Failure to request revisions within the revision period constitutes acceptance of deliverables as complete and satisfactory.

Estimated delivery is within 90 business days after the Event Date, subject to workload, illness, emergencies, technical issues, holidays, unpaid balances, or Client delays. Delivery timelines are estimates and not guaranteed. In no event shall delivery exceed 360 days except in force majeure.

10. File Retention. Deliverables must be downloaded within sixty (60) days of delivery. Freelancer is not obligated to archive any files including raw content after sixty (60) days.

11. Cancellation / Rescheduling

11a. Client Cancellation. All payments made are non-refundable unless otherwise specified. If Client cancels after signing, Client shall also owe 50% of any unpaid remaining balance as liquidated damages including but not limited to lost booking opportunities, marketing costs, administrative time, and scheduling losses. The parties agree that this amount is a reasonable estimate of damages due to lost booking opportunities and is not a penalty.

11b. Rescheduling. Rescheduling requests must be in writing and are subject to availability. If Freelancer is unavailable, the request is treated as cancellation unless Client wishes to continue on the original date. Any rescheduling must be within 200 days of the original Event Date.

11c. Freelancer Cancellation. If Freelancer cancels and is unable to provide a suitable substitute, Client shall receive a refund of amounts paid, less non-refundable third-party expenses already incurred where legally permitted. Cancellations due to Client date changes do not qualify as a Freelancer Cancellation and are not eligible for refund.

12. Substitute Personnel / Staffing. ZGN Productions is a freelance company with a staff of freelancers who will be assigned based on availability to each event. Any crew hired by ZGN Productions will be automatically bound to the standards and obligations of this Agreement. Freelancer may use employees, assistants, contractors, or substitute professionals of comparable skill to perform Services.

13. Intellectual Property / Usage Rights. All copyrights and ownership rights in captured media remain with Freelancer. Client receives a non-exclusive, non-transferable personal-use license to use delivered media for personal sharing and personal display. Client may not sell, license, alter for resale, or commercially exploit media without written consent. Freelancer may use media for portfolio, website, social media, advertising, competitions, studio samples, and self-promotion unless otherwise agreed in writing before the Event Date.

14. Music Licensing. Freelancer will not include copyrighted music in any deliverables unless the music has been properly licensed for the specific intended use. Freelancer retains sole and absolute discretion to determine whether any music presents legal, copyright, platform, or licensing risk and may refuse to use any specific music track for any reason. If Client provides, requests, suggests, or directs the use of any specific music (including but not limited to commercially released songs, streaming links, downloads, CDs, or third-party files), Client represents and warrants that Client has secured all necessary rights and licenses, including but not limited to synchronization rights, master use rights, mechanical rights, public performance rights, and digital distribution rights, sufficient to permit Freelancer to reproduce, edit, synchronize, publicly perform, distribute, stream, and display the music in connection with the deliverables without restriction.

Freelancer shall have no obligation to verify the existence, validity, or scope of any such licenses and may rely entirely on Client's representations. Client assumes full legal and financial responsibility for any and all claims, demands, takedown notices, copyright strikes, account penalties, demonetization actions, cease-and-desist letters, lawsuits, damages, fines, settlements, judgments, or expenses (including attorney's fees and court costs) arising out of or related to the use of Client-provided or Client-directed music.

Client agrees to indemnify, defend, and hold harmless Freelancer, its owners, officers, employees, contractors, agents, successors, and assigns from and against any and all third-party claims or governmental actions arising from alleged copyright infringement or other intellectual property violations relating to Client-supplied or Client-directed music. This indemnification obligation shall survive delivery of the deliverables, publication of the deliverables, and termination of this Agreement.

In the event of any claim, platform warning, copyright strike, legal threat, or reasonable belief of infringement, Freelancer reserves the immediate right, without prior notice or approval from Client, to remove, mute, replace, re-edit, or withdraw the affected deliverable from any platform or distribution channel. Any such modification shall not constitute a breach of this Agreement, and Freelancer shall not be liable for any resulting loss of use, promotional impact, revenue, or damages. Under no circumstances shall Freelancer's total liability relating to music usage exceed the total amount paid by Client under this Agreement.

15. Client Acknowledgement. Client acknowledges understanding of delivery timelines, payment schedules, deliverables, refund policy, file retention policy, and creative discretion.

16. Limitation of Liability. Freelancer's total liability for any claim arising under this Agreement shall not exceed the total amount actually paid by Client, except in cases of gross negligence or willful misconduct. Gross negligence shall mean a conscious and voluntary disregard of the need to use reasonable care.

Freelancer shall not be liable for indirect, consequential, incidental, emotional distress, reputational, business, or punitive damages. Equipment failure, corruption and/or lost files after the production shall constitute a material breach of this Agreement and result in a refund of amounts paid, less non-refundable third-party expenses already incurred where legally permitted. Freelancer is responsible for maintaining backup equipment or securing replacement equipment and/or personnel to fulfill all contracted services.

17. Indemnification. Client agrees to indemnify and hold harmless Freelancer from claims arising out of:

- | | |
|-----------------------------|---|
| * unsafe premises | * venue violations |
| * guest conduct | * third-party acts outside Freelancer control |
| * Client instructions | |
| * unlicensed music requests | |
| * lack of permissions | |

Freelancer is not obligated to provide additional services beyond the scope of this Agreement after final delivery.

18. Force Majeure. Failure or delay in performance due to causes beyond reasonable control, including but not limited to acts of God, weather, government actions, labor disputes, or emergencies shall result in a refund of amounts paid, less non-refundable third-party expenses already incurred where legally permitted. This does not include situations which prevent the event from taking place on the specified date, which will be treated as a Client cancellation and be subject to Clause 11a unless rescheduled according to 11b. A claim of force majeure will only be taken into consideration if there is proof of no possibility of rescheduling.

19. Independent Contractor Status. Freelancer is an independent contractor and not an employee, partner, or agent of Client. Freelancer is solely responsible for taxes, insurance, assistants, payroll, and business operations.

20. Public Statements and Reviews. Client agrees to provide honest and good-faith feedback and shall not publish or communicate any false, misleading, or defamatory statements regarding Freelancer or services. In the event of a dispute, Client agrees to first provide Freelancer with a reasonable opportunity to address concerns privately

before posting public reviews or statements. This clause does not prohibit Client from expressing honest opinions but is intended to prevent knowingly false or harmful statements.

21. Chargebacks or Payment Disputes. Client agrees to notify Freelancer promptly of any dispute concerning a payment and to provide Freelancer a reasonable opportunity to investigate and resolve the issue before initiating a chargeback, except where applicable law or the rules of the applicable payment provider expressly permit or require otherwise. Once Freelancer has provided the agreed-upon services or deliverables, payments are considered earned and non-refundable except as expressly provided in this Agreement or required by applicable law. Any concerns regarding the quality, scope, or completion of the services should be raised with Freelancer in writing so that the parties may attempt to resolve the matter in good faith.

If Client initiates a chargeback after receiving services or deliverables without first providing Freelancer a reasonable opportunity to address the underlying dispute, and the chargeback is determined to be unauthorized, invalid, or otherwise improperly initiated, Freelancer reserves the right to contest the chargeback and pursue any remedies available under this Agreement and applicable law.

To the extent permitted by applicable law, Client shall be responsible for reasonable, documented fees, costs, and expenses actually incurred by Freelancer as a direct result of an improperly initiated or unsuccessful chargeback, including applicable payment-processor fees and reasonable administrative or legal expenses incurred in responding to the chargeback.

Freelancer may also seek recovery of any additional direct losses that are reasonably foreseeable, documented, and directly caused by an improperly initiated chargeback, to the extent such losses are recoverable under applicable law. Any claim for lost revenue must be supported by reliable documentation establishing a direct causal connection between the chargeback and the claimed loss and may not be based solely on speculation or unsupported estimates.

Nothing in this section prevents Client from exercising any rights or remedies that cannot lawfully be waived or restricted under applicable law, payment-network rules, or other mandatory regulations.

22. Dispute Resolution. The parties shall first attempt good-faith informal resolution. If unresolved, disputes shall proceed first to mediation before court action. This Agreement shall be governed by the laws of the State of Texas. All legal proceedings shall take place in Texas. The prevailing party in any dispute shall be entitled to reasonable attorney fees and costs where permitted by law. Any claim must be brought within 6 months of the final delivery date.

23. General Terms. If Client and Freelancer have previously entered into any agreement, contract, or understanding—whether written or oral—relating to the same Event, Client acknowledges and agrees that this Agreement shall supersede and replace any such prior agreement in its entirety. Upon execution of this Agreement, all prior agreements concerning the same Event shall be deemed null, void, and of no further force or effect. In the event of any conflict between this Agreement and any prior agreement, the terms of this Agreement shall outweigh any prior agreement.

This Agreement contains the full agreement of the parties and supersedes all prior discussions, negotiations, and understandings not expressly incorporated herein. Any amendment must be in writing signed by both parties. If any provision is unenforceable, the remaining provisions remain in effect. Electronic signatures and PDF signatures shall be binding.

24. Signatures.

Client Name: _____

Client Signature: _____

Date: _____

ZGN Productions / Chris Hanna

Signature: _____

Date: _____