

**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 photography, videography, editing, and related 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 the Freelancer, the Client acknowledges that the Freelancer will be the sole videographer and photographer for the Event Date. Simultaneous photographic/videographic coverage by another professional photographer/videographer releases the 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 \_\_\_\_\_ edited photos**
- **Audio Recording Included \_\_\_\_\_**
- **Raw Footage 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 the Client, the Client will provide the Freelancer with a hard drive of at least 256GB to the Freelancer or provide the funds for the Freelancer to purchase one on the Client's behalf. Should the Client request raw content but fail to provide the hard drive through purchase or delivery, the Freelancer will not be obligated to retain the media after 6 months. The Freelancer will provide one reminder regarding hard drive requirements within this timeframe. The Freelancer will send the hard drive through any postal service and provide tracking information to the Client. Freelancer cannot be held

liable for any damages or lost media resulting from such transportation, and will agree to hold a copy of the raw footage until the 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. The Freelancer reserves the right to reschedule the Pre-Event Photoshoot up to 24hrs notice. 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. 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 the 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 the Client and Freelancer. The 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, or any unavoidable circumstances that may arise. Void if not included in the package.

**Guest Book** will be delivered up to the Event Date. In the unlikely event that the 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 the Client as restitution. Void if not included in the package.

**Print Outs** will be created and delivered using a photo chosen by the 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 the Client and Freelancer. Size may include a 1-inch white border; display frame must be calibrated accordingly.

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 this Agreement.

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. 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 the 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 performance despite reasonable efforts, Freelancer shall not be in breach. Remedies may include rescheduling or refund minus non-refundable expenses already incurred. Any rescheduling must be within 200 days of the original Event Date.

**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. 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.

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 the Freelancer crew. The 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 the Client or any third party. The Freelancer

reserves the right to cease or limit coverage without refund if, in the 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
- \* providing accurate addresses and access
- \* ensuring cooperation of planner, DJ, coordinator, venue staff, and family members

**8. Meals and Breaks.** For events exceeding three (3) continuous hours, Freelancer crew shall be provided a reasonable meal and beverage break, ideally during guest dining. Coverage may pause during such breaks. Should the Client not provide food and beverage, the Freelancer crew will be allowed to leave the venue for up to 1 hour to obtain food and beverage on the Client's expense, to not exceed \$35.00 per crew member. Freelancer crew will not be responsible for missed coverage during meal breaks.

**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 180 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 the Client wishes to continue on the original date.

**11c. Freelancer Cancellation.** If Freelancer cannot perform and no suitable substitute is provided, Client shall receive refund of amounts paid, less non-refundable third-party expenses already incurred where legally permitted.

**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 held 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.** The Freelancer will not include copyrighted music in any deliverables unless the music has been properly licensed for the specific intended use. The 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 the 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), the Client represents and warrants that the 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 the Freelancer to reproduce, edit, synchronize, publicly perform, distribute, stream, and display the music in connection with the deliverables without restriction. The Freelancer shall have no obligation to verify the existence, validity, or scope of any such licenses and may rely entirely on the Client's representations. The 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. The Client agrees to indemnify, defend, and hold harmless the 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, the Freelancer reserves the immediate right, without prior notice or approval from the 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 the Freelancer shall not be liable for any resulting loss of use, promotional impact, revenue, or damages. Under no circumstances shall the Freelancer's total liability relating to music usage exceed the total amount paid by the Client under this Agreement.

**15. Client Acknowledgement.** The Client acknowledges understanding of delivery timelines, 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. The Freelancer shall not be liable for indirect, consequential, incidental, emotional distress, reputational, business, or punitive damages. In the event of equipment failure, corruption, lost files, illness, or unforeseen inability to perform, Freelancer may provide substitute performance, partial refund, or full refund as sole remedy.

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

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

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

**18. Force Majeure.** Freelancer shall not be liable for failure or delay in performance due to causes beyond reasonable control, including but not limited to illness, injury, acts of God, weather, government actions, labor disputes, or emergencies.

**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.** The Client agrees to provide honest and good-faith feedback and shall not publish or communicate any false, misleading, or defamatory statements regarding the Freelancer or services. In the event of a dispute, the Client agrees to first provide the Freelancer with a reasonable opportunity to address concerns privately before posting public reviews or statements. This clause does not prohibit the Client from expressing honest opinions but is intended to prevent knowingly false or harmful statements.

**21. Chargebacks or Payment Disputes.** Client agrees to first notify Freelancer and attempt resolution before initiating chargeback. Once deliverables have been provided, all payments are final and non-refundable. Any disputes shall be handled in accordance with this Agreement. Client acknowledges that initiating a chargeback after receiving services or deliverables will constitute breach of contract. If Client initiates a chargeback in violation of this Agreement, Client agrees to reimburse all fees, costs, and expenses associated.

**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.** This Agreement contains the full agreement of the parties and supersedes prior discussions. 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: \_\_\_\_\_