



# Jared Wortley Films

Ashley Wortley

**BILL TO:** Gabrielle Goione • gabrielle@stefaniecove.com

| ITEMS  | QTY | UNIT | PRICE    | TAX                                 | TOTAL                        |
|--|-----|------|----------|-------------------------------------|------------------------------|
| <b>Custom Two Day</b>  | 1   |      | \$10,000 | <input checked="" type="checkbox"/> | \$10,000                     |
| UP to 6 HOURS PRE WEDDING DAY COVERAGE<br>UP to TWELVE HOURS CONTINUOUS COVERAGE of WEDDING DAY<br>ARTISTICALLY COMPOSED WEDDING FEATURE FILM (12-15 MIN)<br>WEDDING TEASER within TWO WEEKS *up to one minute<br>DOCUMENTARY EDIT of CEREMONY, TOASTS + REHEARSAL DINNER PROGRAM<br>THREE INSTAGRAM REEL MOMENTS<br>DIGITAL DELIVERY with CUSTOM MENU<br>PRODUCTION TURNAROUND (3-6 MONTHS) |     |      |          |                                     |                              |
| * WEDDING DAY: 6.23 + 6.24 of 2023<br>* WEDDING DAY LOCATION: BLUESKY<br>* WELCOME PARTY LOCATION: TBD   |     |      |          |                                     |                              |
| <b>Additional Hours Pre Wedding Day</b>  | 1   |      | \$250    | <input checked="" type="checkbox"/> | \$250                        |
| 7 HOURS TOTAL  |     |      |          |                                     |                              |
| Subtotal   |     |      |          |                                     | \$10,250                     |
|  |     |      |          |                                     | <a href="#">Add discount</a> |
| Tax 7.25%  |     |      |          |                                     | \$743.13                     |

Gift Card

Enter code

**Grand Total**

**\$10,993.13**

 PAYMENT SCHEDULE

| AMOUNT     | WHEN         | INVOICE #    | STATUS   |
|------------|--------------|--------------|----------|
| \$2,500    | Aug 3, 2022  | #1994-001462 | UPCOMING |
| \$8,493.13 | Jun 16, 2023 | #1994-001463 | UPCOMING |

**Ashley Wortley**

Jared Wortley Films  
801.971.9120  
hello@jaredwortleyfilms.com



**JAREDWORTLEYFILMS**

## Client Service Agreement

Entered into on Jul 25, 2022

Parties:

Known as "Producer"

Jared Wortley Films  
jared@jaredwortleyfilms.com  
801.971.9120

and

Known as "Client"

Gabrielle Goione  
gabrielle@stefaniecove.com

.....  
.....

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

## Purpose of the Agreement

Client wishes to hire Producer to provide video production services as detailed in this Agreement. Producer has agreed to provide such services according to the terms of this Agreement.

## Terms

### Services

Producer shall provide Client with the following services and/or products ("Services"):

- Custom Two Day  
UP to 6 HOURS PRE WEDDING DAY COVERAGE  
UP to TWELVE HOURS CONTINUOUS COVERAGE of WEDDING DAY  
ARTISTICALLY COMPOSED WEDDING FEATURE FILM (12-15 MIN)  
WEDDING TEASER within TWO WEEKS \*up to one minute  
DOCUMENTARY EDIT of CEREMONY, TOASTS + REHEARSAL DINNER PROGRAM  
THREE INSTAGRAM REEL MOMENTS  
DIGITAL DELIVERY with CUSTOM MENU  
PRODUCTION TURNAROUND (3-6 MONTHS)  
  
\* WEDDING DAY: 6.23 + 6.24 of 2023  
\* WEDDING DAY LOCATION: BLUESKY  
\* WELCOME PARTY LOCATION: TBD
- Additional Hours Pre Wedding Day  
7 HOURS TOTAL

## Cost, Fees and Payment

**Cost.** The total cost ("Total Cost") for all Services is 10,993.13 due in full by Jun 16, 2023. Client shall pay the Total Cost to Producer as follows:

The first payment is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates Producer for committing to provide the Services and turning down other potential projects/clients.

23% of the total due on Aug 03, 2022, in the amount of \$2500.00

77% of the total due on Jun 16, 2023, in the amount of \$8493.13

## Schedule and Delivery

**Schedule.** Client shall supply the Producer with a tentative shooting schedule for the service period. Each shoot date must be confirmed at least two weeks in advance. Upon confirmation, Producer will reserve the date for Client. Rescheduling confirmed shoots are reviewed on a case-by-case basis and subject to availability and additional fees in accordance with the Cancellation, Rescheduling and No-Shows section of this agreement. The contact information, dates, locations and other pertinent information are as set forth in the Production Specification Sheet (PSS) for each shoot.

**Furnishing Materials, Services and Releases.** (a) Client: Client shall supply any applicable creative supervision, script(s), storyboard(s), prop products, models/ talent and model releases for each scheduled shoot unless specified in the PSS for the shoot. (b) Producer: Producer shall deliver the completed project media(s) pursuant to this Agreement and the requirements of the PSS for each shoot. Producer shall supply everything else required for the delivery of the Specified Media(s) unless exceptions are so noted in the PSS for each shoot.

**Changes in Specifications.** If at any time, Client desires to make any changes or variations from the completed project, script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress, and such changes result in additional costs to Producer, including person hours, reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

**Delivery.** The Client shall deliver all details and completed PSS to Producer not less than 2 weeks prior to each scheduled shoot. Delivery times by Producer for each piece will be specified in the PSS for each shoot.

**Length of Edited Pieces.** Unless agreed upon, Producer makes no guarantees about the exact length of the final piece(s). Due to the individual nature of each event and the music chosen for each edited piece, the final length may vary greatly and is based on the package type booked by the Client. Requests to lengthen or shorten edits will incur an hourly editing rate of \$100 per hour, with a one hour minimum.

## Intellectual Property

**Copyright Ownership.** In the event that any copyrighted work(s) are created as a result of the Services provided by Producer in accordance with this Agreement, Producer owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Producer and may be used in the reasonable course of Producer's business.

**Permitted Uses of Product(s).** Producer grants to Client a non-exclusive license of product(s) produced with and for Client for commercial use. No attribution is required. Commercial use includes, but is not limited to, use within the following contexts:

1. In posts on Client's business social media pages or profiles; or
2. In advertising or marketing campaigns; or
3. Embedded or hosted on Client's website(s).

**Music Copyright.** The Producer shall select and provide royalty free or licensed music for final pieces. The Producer will select music based on the look/feel of the piece based on available music. Specific music requests will be considered but subject to licensing availability and additional fees. Music specifications must be detailed in the PSS for each shoot and finalized 2 weeks prior to the shoot date. All music must be licensed through Producer for web use. Client shall not post any produced content online accompanied with music that is different from the original piece provided by Producer.

**RAW Footage.** Due to the extensive time commitment required to render video to DVDs and digital files, raw footage is not provided as a complementary service. RAW footage is available for purchase at the sole discretion of Producer.

**Archiving.** Producer will use its best efforts to archive a self-contained file of any final product for 6 months after the date of the event. Any requests for editing changes of the final product must be made within 3 weeks after the product is delivered and may incur additional editing charges. After 3 weeks, the edited piece is archived into a self-contained file that cannot be modified, and all RAW footage is deleted from any hard drives.

## **Artistic Release**

**Style.** Client has spent a satisfactory amount of time reviewing Producer's work and has a reasonable expectation that Vendor will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

**Consistency.** Producer will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Producer's current portfolio and Producer will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client and project is different, with different tastes, budgets, and needs;
2. Video Production services are often a subjective art and Producer has a unique vision, with an ever-evolving style and technique;
3. Producer will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Producer will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Producer shall have final say regarding the aesthetic judgment and artistic quality of the Services;
5. Dissatisfaction with Producer's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

## **Limit of Liability**

**Warranty of Products.** Producer offers no warranty of product beyond 90 days of delivery. It is recommended that Clients purchase digital copies of products, and make personal backups of digital copies in order to ensure the archival integrity of any edited pieces.

**Maximum Damages.** Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Producer.

**Loss of Product.** In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Producer shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

**Indemnification.** Client agrees to indemnify, defend and hold harmless Producer and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Producer provides to Client.

## **Cancellation and Postponement**

**Postponement.** A postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client. Postponements made within ONE TO TEN working days of the scheduled shoot date, Client

may be liable for any out-of-pocket expenses incurred by Producer.

**Cancellations.** If Client wishes to cancel the agreement, Client is liable for compensation no less than the initial retainer amount and no greater than the total price prorated to the date of cancellation.

## Impossibility

**Force Majeure.** Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

**Failure to Perform Services.** In the event Producer cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

## General Provisions

**Governing Law.** The laws of UT govern all matters arising out of or relating to this Agreement, including torts.

**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email
  1. Producer's Email: jared@jaredwortleyfilms.com
  2. Client Email(s): gabrielle@stefaniecove.com

**Merger.** This Agreement constitutes the final, exclusive agreement between the parties relating to Video Production and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendment.** The parties may amend this Agreement only by the parties' written consent via proper Notice.

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Ashley Wortley

hello@jaredwortleyfilms.com

Gabrielle Goione

gabrielle@stefaniecove.com

hello@jaredwortleyfilms.com | jaredwortleyfilms.com | 4929 West Rose Quartz Road, Herriman, UT 84096