

Digital Production Studios MAGICIAN individual Video/Photo Contract

# Digital Production Studios

P.O. Box 2486  
East Orange, NJ 07018  
973-342-4968

Web: [www.dpstudios.biz](http://www.dpstudios.biz) E-Mail: [digitalproductionstudios@hotmail.com](mailto:digitalproductionstudios@hotmail.com)

Date of Video/Photo session: \_\_\_\_\_ Time of session: \_\_\_\_\_

Session Location: \_\_\_\_\_  
Street City State Zip

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Time photography/videography or both will commence: \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

\_\_\_\_\_

Proposed length of Video: \_\_\_\_\_

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

I have read and understand the terms of this contract

Signature of DPS Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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|---|--|
| <p><b>Video Individual Session \$850.00 –4 hours</b></p> <p><b>Travel:</b> _____</p> <p><b>Meals:</b> _____</p> <p><b>Lodging:</b> _____</p> <p>Total Cost: _____</p> <p>Non-Refundable Deposit: _____</p> <p>Balance Due: _____</p> <p>Balance Due Date: _____</p> | <p><b>Photography Digital Session \$500.00 -4 Hours</b></p> <p><b>Travel:</b> _____</p> <p><b>Meals:</b> _____</p> <p><b>Lodging:</b> _____</p> <p>Total Cost: _____</p> <p>Non-Refundable Deposit: _____</p> <p>Balance Due: _____</p> <p>Balance Due Date: _____</p> |
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*(As per the standard terms of the contract a 50% deposit is required at time of signing this contract with the balance due five days prior to the event date.)*

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### Standard Terms of Individual Session Contract

This constitutes an order for photographic/video individual magician coverage and receipt of deposit.

**Photographic/Videographic materials:** All photographic materials, including but not limited to negatives, digital images, magnetic or optical media and transparencies, shall remain the exclusive property of Digital Production Studios and they may be used for advertising. It is understood that no material that exposes magical secrets will ever be used in this way except when making products intended for use by magicians only.

**Photography:** It is understood that no other photographer, amateur or professional, shall be allowed to photograph at the session while the photographer(s) is/are working without the verbal consent of the Photographer employed by Digital Production Studios.

**Videography:** It is understood that no other videographer, amateur or professional, shall be allowed to videotape at the session while the videographer(s) is/are working without the verbal consent of the Videographer employed by Digital Production Studios.

**Copyright and Reproduction:** Federal copyright law gives professional photographers/videographers the exclusive right to control the making of copies of their photographs or video content. Violators of this law are subject to both civil and criminal penalties. Digital Production Studios and its affiliates shall own the copyright for all images created and shall have the exclusive right to make reproductions. Digital Production Studios and its affiliates shall only make reproductions for the Client or its portfolio, website, samples, promotions, entry in photographic contests or art exhibitions, editorial and promotional use, or for display. If Digital Production Studios desires to make other uses, Digital Production Studios shall not do so without first obtaining the written permission of the Client.

**Booking:** Upon signature and receipt of deposit, Digital Production Studios will reserve the time and date agreed. For this reason, all deposits are non-refundable; if date is changed and sufficient notice is given, the deposit will carry forward to the new date. If the session is canceled for any reason, the deposit is forfeited. Full value of the session is earned 48 hours prior to the event. Notice to cancel must be given prior to 48 hours. Even if session is canceled prior to 48 hours deposit is still forfeited. If the Client fails to show up to the session or fails to cancel within 48 hours of the session time all charges are considered earned and the Client will be held responsible for payment. Cancellation prior to 48 hours must occur through speaking or writing directly to a representative of Digital Production Studios.

**Military:** We support and want to extend our appreciation to all military personnel. If orders are changed requiring a change in the session date all deposits will be forwarded. We ask that notification be given to Digital Production Studios as soon as possible.

**Failure to Perform:** Digital Production Studios guarantees to have a professional photographer/videographer on time at your scheduled session. If Digital Production Studios cannot perform this Agreement due to a fire, strike, act of God, war, traffic conditions, road conditions or other unforeseen tragedy, Digital Production Studios shall return the deposit to the Client but shall have no further liability with respect to the Agreement.

**Inherent Qualities:** Client is aware that color dyes in photography may fade or discolor overtime due to the inherent qualities of dyes, and the Client releases Digital Production Studios and its affiliates from any claims whatsoever based upon fading or discoloration due to such inherent qualities. Client is further aware that improper use or storage of DVDs and other optical or magnetic media may also cause fading, distortion, loss of audio or video signal over time and the Client releases Digital Production Studios and its affiliates from any claims whatsoever based on optical or magnetic media degradation due to such inherent qualities.

**Digital Production Studios Standard Price List:** The charges in this agreement are based on Digital Production Studios' Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed. See the Web site ( [dpstudios.biz](http://dpstudios.biz) ) to confirm that you have the latest prices.

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**Additional Fees:** Travel and Lodging are additional for customers outside of the New York / New Jersey Metropolitan area. Additional time over and beyond the time of the session is billed at a rate of \$150 per hour, which includes all the services connected with this contract.

**Payment:** Magic Session Video packages require a deposit of 1/2 the total order due at signing of this contract. Balance due five days prior to session date. Payments can be made by cash, money order, or certified check. A certified check is one prepared by the bank, made out to Digital Production Studios. Our on-line Payment page can accept payments made through PayPal by credit cards and e-checks. Please be aware that e-checks take from 3 to 4 business days to clear the bank processing. To pay on-line, go to our Web site ( [dpstudios.biz](http://dpstudios.biz) ) and click on the Payment button for more information and access to PayPal.

Any fees incurred in reference to collecting payment due to "Digital Production Studios" will be the responsibility of the Contracting Party (the Client).

**Amendments/Changes to this contract:**

Proposed amendments to this contract may be written below and on the back of this contract. Number each change proposed. These amendments are not valid contractual changes unless each change has been dated and signed by both parties:

