

VIDEOGRAPHY CONTRACT

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This Videography Contract (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[VIDEOGRAPHER / STUDIO LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] with its principal place of business at [VIDEOGRAPHER ADDRESS] ("**Videographer**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [CLIENT ADDRESS] ("**Client**").

Videographer and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Videographer to plan, film, and produce video content for a specific project, and Videographer wishes to provide those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of the Project

1.1 The Project. Videographer will produce the video content described as [PROJECT DESCRIPTION, e.g. promotional brand film, event coverage, music video, documentary short] (the "**Project**"). The Project's purpose, style, and intended use are [DESCRIBE].

1.2 Deliverables. Videographer will deliver the following final video deliverables (the "**Deliverables**"): [e.g. one edited 2-3 minute highlight film in 4K, one 60-second social cut, raw selects], in the formats and resolutions stated here.

1.3 Filming. Filming will occur on [FILMING DATE(S)] at [LOCATION(S)] during the window from [START] to [END] (the "**Shoot**"). Videographer will provide [NUMBER] crew members and the equipment reasonably required for the Project.

1.4 Pre-production. The Parties will agree in advance on a creative brief, shot list, schedule, and any required talent, locations, props, or permits. Client is responsible for securing the venue and any third-party consents (including talent, location, and music releases) unless this Agreement states otherwise.

1.5 Out-of-scope work. Work not described in this Agreement, including additional shoot days, extra deliverables, or significant creative redirection after editing begins, is out of scope and requires a signed change order describing the change and its impact on fees and schedule.

2. Fees and Payment

2.1 Project fee. Client will pay Videographer a total fee of [\$ TOTAL] for the Project, exclusive of taxes and reimbursable expenses.

2.2 **Deposit.** A non-refundable deposit of **[\$ DEPOSIT, e.g. 50% of total]** is due on signing to reserve the Shoot date and begin pre-production. The deposit is applied against the total fee.

2.3 **Balance and milestones.** The remaining balance is due as follows: **[e.g. 25% on the Shoot date and 25% on delivery of the first edit]**. Final Deliverables in source formats are released only after full payment.

2.4 **Expenses.** Client will reimburse Videographer for pre-approved, documented out-of-pocket expenses, including travel, equipment rental, location fees, licensed music or stock, and additional crew, itemized in advance where practicable.

2.5 **Late payment.** Past-due amounts accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Videographer may pause work on **[NUMBER]** days' written notice if an undisputed amount remains unpaid past its due date.

2.6 **Taxes.** Client is responsible for sales, use, and similar taxes arising from the services, except taxes based on Videographer's net income.

3. Production Process and Revisions

3.1 **Creative control.** Videographer will exercise professional creative judgment in filming and editing the Project consistent with the agreed brief. Client acknowledges that videography is a creative service and that camera angles, shot selection, color treatment, pacing, and music are within Videographer's artistic discretion, subject to the brief.

3.2 **Review and revisions.** Videographer will deliver a draft edit for Client review. The Package includes **[NUMBER, e.g. 2]** rounds of revisions. Client will consolidate and submit revision notes in writing within **[NUMBER]** days of receiving each draft. Additional revision rounds are billed at **[\$ RATE]** per round.

3.3 **Approval and sign-off.** Client's written approval, or failure to submit revision notes within **[NUMBER]** days of a draft, is deemed acceptance of that edit. Changes requested after final approval are billed as additional work.

3.4 **Client materials.** Client will provide any logos, brand assets, prior footage, or other materials required for the Project promptly and in usable formats, and warrants it has the right to provide them.

4. Schedule and Delays

4.1 **Delivery timeline.** Videographer will deliver the first draft within **[NUMBER]** weeks after the Shoot and the final Deliverables within **[NUMBER]** weeks after Client approves the final edit, subject to extension for delays caused by Client or events beyond Videographer's reasonable control.

4.2 **Client-caused delay.** If the Project is delayed because Client fails to provide materials, approvals, or access on time, timelines and fees may be equitably adjusted, and Videographer is not responsible for the resulting delay.

4.3 **Reschedule of Shoot.** If Client reschedules the Shoot, Videographer will make reasonable efforts to accommodate the new date subject to availability. The deposit transfers to the new date if Videographer is available; if not, the engagement is treated as a cancellation under Section 5.

5. Cancellation and Termination

5.1 **Cancellation by Client.** Client may cancel on written notice. The deposit is non-refundable. Client will also pay for all work performed and costs incurred through the cancellation date, including non-refundable third-party commitments.

5.2 Cancellation by Videographer. If Videographer must cancel for reasons within its control before the Shoot, Videographer will refund the deposit and any prepaid amounts and use reasonable efforts to help Client find a replacement.

5.3 Termination for cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

5.4 Effect of termination. On termination, Client will pay for all services performed and expenses incurred through the effective date. Videographer is not obligated to deliver source files or final Deliverables for which Client has not paid in full.

6. Ownership and Licensing

6.1 Copyright. Videographer owns the copyright in all footage and edited Deliverables as the author of the works, subject to the license granted below.

6.2 License to Client. On full payment, Videographer grants Client a non-exclusive, royalty-free, worldwide, perpetual license to use the final Deliverables for the purpose described in Section 1, including **[e.g. marketing, social media, broadcast, internal use]**. **[OPTIONAL: a full assignment or exclusive license may be substituted for an additional fee — discuss with counsel.]**

6.3 Raw footage. Unless this Agreement states otherwise, Videographer retains the raw footage and project files and is not obligated to deliver them. Delivery of raw footage, if agreed, is for an additional fee of **[\$ AMOUNT]**.

6.4 Portfolio use. Videographer retains the right to use the footage and Deliverables in its portfolio, reel, website, and promotional materials, unless Client requests confidentiality in writing for a specific Project.

6.5 Third-party content. Client is responsible for ensuring it holds, or Videographer obtains, all rights to music, stock, talent likenesses, trademarks, and locations appearing in the Project. The Party that supplies such content warrants it has the right to use it.

7. Representations and Liability

7.1 Professional standard. Videographer will perform in a professional and workmanlike manner consistent with generally accepted industry standards.

7.2 No guarantee of results. Videographer does not guarantee any specific business outcome, view count, or engagement metric from the Project.

7.3 Limitation of liability. Videographer's total aggregate liability arising out of or related to this Agreement will not exceed the total fee actually paid by Client, except where a higher amount is required by applicable law. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility.

7.4 Equipment failure and force majeure. Videographer maintains reasonable backups but is not liable for footage lost due to equipment failure, data corruption, or circumstances beyond its reasonable control. In such a case its liability is limited to a refund of amounts paid for the affected portion.

8. General Provisions

8.1 Independent contractor. Videographer is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

8.2 **Confidentiality.** Each Party will protect the other's non-public business information disclosed in connection with the Project and use it only for the Project.

8.3 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.5 **Entire agreement; amendment.** This Agreement, with any attached brief or change orders, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

VIDEOGRAPHER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE / N/A]
Date: _____	Date: _____

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