

# Legal Eagle Litigation Videography Miller Productions, LLC

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## CONTRACT FOR VIDEO SERVICES

This Agreement is made effective as of \_\_\_\_\_, 20\_\_\_\_, by and  
between \_\_\_\_\_  
of \_\_\_\_\_  
and \_\_\_\_\_.

In this Agreement, the Party who contracting to receive services shall be referred to as the "Firm", and the party who will be providing the services shall be referred to as the "Videographer".

Videographer has a background in the video taping of legal video documents including depositions, and is a member in good standing and certified by the American Guild of Court Videographers as a Certified Court Video Specialist (CCVS) and is willing to provide services to the firm based on his background.

Firm desires to have services provided by the Videographer.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, Videographer will provide the following services, (collectively the "Services"): Video tape the witness(es) and/or subjects at the time and location specified by the Firm using state of the art equipment and providing the Firm with the original recordings from which the Videographer will be able to edit the Firm's requirements should they so desire. The finished product will be in the \_\_\_\_\_ format.

**2. PAYMENT.** Firm will pay a minimum fee of \$\_\_\_\_\_ to the Videographer based on \$\_\_\_\_\_ per hour for the first two hours per day and \$\_\_\_\_\_ per hour for each additional hour of taping during the same day or a flat one half day rate of \$\_\_\_\_\_ or the flat full day rate of \$\_\_\_\_\_. Depending on the type of legal video the Videographer is required to prepare, the fees will be paid in payments as \_\_\_\_\_% at the signing of contract, \_\_\_\_\_% during the preparation of the product and payment in full upon completion. If the fees are paid in a lump sum upon completion of services performed in accordance with this Agreement they shall be paid not less the 30 days from the completion of the production or upon the Firm receiving the originals. Upon termination of this

Agreement, payments under this paragraph shall cease; provided, however, that the Videographer shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Videographer has not yet been paid.

**3. EXPENSE REIMBURSEMENT.** The Videographer shall be entitled to reimbursement from the Firm for the following “out-of-pocket” expenses:

- travel expenses
- meals (if out of town travel is required)
- postage
- copying (duplicating)
- video and audio tapes (if retained by the Firm)
- studio editing time at the rate of \$\_\_\_\_\_per hour

**4. TERM/TERMINATION.** This Agreement shall automatically terminate upon completion by Videographer of the services required by this Agreement.

**5. RELATIONSHIP OF PARTIES.** It is understood by the parties that the Videographer is an independent contractor with respect to the firm, and not an employee of the Firm. The Firm will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits for Videographer.

**6. INJURIES.** The Videographer acknowledges Videographer’s obligation to obtain appropriate insurance coverage for the benefit of Videographer (and Videographer’s employees, if any). Videographer waives any rights to recovery from the Firm for any injuries that the Videographer (and/or Videographer’s employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Videographer or the Videographer’s agents.

**7. INDEMNIFICATION.** Videographer agrees to indemnify and hold the Firm harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against the Firm that result from the acts or omissions of the Videographer, Videographer’s employees, if any, and Videographer’s agents.

**8. ASSIGNMENT.** Videographer’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Firm.

**9. CONFIDENTIALITY.** Videographer recognizes that the Firm has and will have the following information:

- business affairs
- process information
- technical information
- client information

and other proprietary information (collectively, “Information”) which are valuable, special and unique assets of the Firm. Videographer agrees that the Videographer will not at any time or in any manner, either directly or indirectly, use any Information for Videographer’s own benefit, or divulge, disclose, or communicate in

any manner any information to any third party without the prior written consent of the Firm. Videographer will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**10. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that the Videographer has disclosed (or has threatened to disclose) information in violation of this Agreement, the Firm shall be entitled to an injunction to restrain Videographer from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The Firm shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**11. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect the termination of this Agreement.

**12. SERVICES TO THIRD PARTIES.** The Videographer shall not provide any services to any other party of this deposition or law suit during the term of this Agreement, unless the Videographer has obtained the Firm's prior written consent.

**13. LIMIT OF VIDEOGRAPHER'S LIABILITY.** Videographer shall not be liable for damages, beyond the hourly fee being charged, for damaged or otherwise unacceptable video caused by circumstances beyond the Videographer's control, including equipment and/or tape cassette failure.

**14. COMPANY POLICIES:** Under no circumstance will services be rendered without written agreement; therefore, it is our policy to charge for the agreed and contracted rate for cancellations that occur without a 48 hour notice. Notice of cancellations must be confirmed by Legal Eagle Litigation Videography/Miller Productions, LLC. This principle will also apply in a NO-SHOW instance, when deponent/and or client do not show.

For services rendered, Legal Eagle Litigation Videography/ Miller Productions, LLC expects to be paid as agreed. Final product will not be released to client until services are paid in full. Use of personal checks will delay delivery of goods 2 - 4 days.

Legal Eagle Litigation Videography/Miller Productions, LLC assumes that its clients are lawyers who are familiar with the Federal Rules of Civil Procedure, Federal Rules of Evidence, state and local laws that apply to the admissibility of evidence in a court of law. Final product will be the result of decisions made by the producer, the CLIENT. Legal Eagle Litigation Videography/Miller Productions, LLC will not assume any responsibility with regard to the results of the contracted project. Nor with Legal Eagle Litigation Videography/Miller Productions, LLC guarantee any given outcome of the contracted project; hence, will not refund payments for services rendered regardless of outcome.

**15. RETURN OF RECORDS.** Upon termination of this Agreement, the Videographer shall deliver all records, notes, data, memorandum, models, and equipment of any nature that are in the Videographer's possession or under Videographer's control and that are the Firm's property or relate to Firm's business.

**It is understood that the Videographer retains the copyright of any and all products produced by Videographer unless specifically assigned to the Firm.**

**16. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**Videographer:**

**Attn:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Attn:** \_\_\_\_\_

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**17. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**18. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**19. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**20. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**21. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

For the Firm: \_\_\_\_\_

Videographer: \_\_\_\_\_