

CONTRACT FOR SERVICES

This Agreement is made effective as of _____ 200____, by and between
_____, of _____
_____ and
_____.

In this Agreement, the party who is 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. The 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) at the time and location specified by the Firm using professional equipment and providing the Firm with a dub of the original tape from which the Videographer will be able to edit to the Firm's requirements should it so desire. The finished product will be in the VHS format.

2. **PAYMENT.** Firm will pay a minimum fee of \$_____ to the Videographer based on \$_____ per hour for the first three hours per day and \$_____ per hour for each additional hour of taping during the same day. This fee shall be payable within _____ days of billing in a lump sum upon completion of services performed in accordance with this Agreement. 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 (dubbing)
- video and audio tapes (if retained by the Firm)
- studio editing time at the rate of \$_____ per hour

4. **TERM/TEMINATION.** 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 benefit, for the benefit of the 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 judgements 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 after 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. **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.

15. **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:

Firm:

Attn: _____

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.

16. **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.

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

18. **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.

19. **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.

20. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the

State of _____.

Dated this _____ day of _____, 200__.

For the Firm: _____

Videographer: _____