

Client Service Agreement

Entered into on _____.

Event is on _____ at _____.

Parties:

Known as "Provider"

Epic Film

ryan@epicfilmco.com

707 Michigan Street NE, Grand Rapids, MI 49503

(616) 460-4661

and

Known as "Client"

Full Name _____

Email _____

Address _____

Phone _____

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 Provide to provide services relating to Client's _____ as detailed in this Agreement.

Provider has agreed to provide such services according to the terms of this Agreement.

Terms

Services

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

Location and Delivery of Services

Location. Provider shall deliver Services to Client at the following location(s):

Project Location Name _____

Project Location _____

4. Although Provider
5. will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Provider shall have final say regarding the aesthetic judgment and artistic quality of the Services;
6. Dissatisfaction with Provider's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

Limit of Liability

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 Provider.

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, Provider 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 Provider 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) Provider provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Provider to render Services due to the fault of the Client or parties related to Client, such as failure of the Project Type to occur or failure of one or more essential parties to the Project Type to show up in a timely manner, Client shall provide notice to Provider as soon as possible via the Notice provisions detailed in this Agreement. Provider has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Provider to provide the Services due to the fault of Client (or parties related to Client), and Provider will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the Project Type, or should it become impossible for Provider to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if Provider is able to secure another, unrelated client for Project Date, then Provider may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

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 Provider 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.

Appropriate Conduct/ Safe Working Environment:

Project:

The Client(s) expressly agree(s) to take best efforts to provide [Provider] and Provider's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Provider] or a bystander to present a threat or implied threat of injury or harm to [Provider] staff or equipment, the [Provider] reserves the right to cancel all services remaining under this Agreement and leave the event. At the [Provider]'s discretion, the [Provider] may enact a three-strike policy. After the first offense, the [Provider] will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Provider] shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the [Provider] will immediately leave the event. If the [Provider] leaves the event early due to any offending behavior, the Client(s) expressly agree to relieve and hold [Provider] harmless as a result of incomplete event coverage, or for a lapse in the quality of the [Provider's] work, and the Client(s) shall be responsible for payment in full.

Non Project:

The Client(s) expressly agree(s) to take best efforts to provide [Provider] and Provider's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to [Provider] staff, [Provider] will make reasonable efforts to notify the Client(s). If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time, [Provider] shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold [Provider] harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the [Provider's]work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether [Provider] resumes work detailed in this Agreement

General Provisions

Governing Law. The laws of Michigan 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. Provider's Email: ryan@epicfilmco.com

2. Client Email: _____

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the project name 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.