

**JOSH  
MARTIN** FILMMAKER

**CONTRACT**

OCT 05, 2021  
NUMBER J007/002

**CLIENT**

NICOLE + JEREMY  
DESTINATION WEDDING VIDEOGRAPHY

CANCUN, OCT 29-30-31, 2021

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THIS VIDEOGRAPHY CONTRACT IS MADE EFFECTIVE AS OF OCTOBER 05, 2021, BY AND BETWEEN NICOLE MIHELSON AND JEREMY FRAENKEL ("THE CLIENT"), WITH AN ADDRESS OF 4710 ELM STREET W1402 BETHESDA, MD 20814, USA, EMAIL ADDRESS: NICOLEMIHELSON@GMAIL.COM, JEREMYFRAENKEL@GMAIL.COM, PHONE(S): +1 (949) 244-1610 AND JOSUE MARTIN GOMEZ ("JOSH MARTIN"), WITH AN ADDRESS OF HAMBURGO 244, JUAREZ, CUAUHTÉMOC, 06600, CDMX, EMAIL ADDRESS: HI@JOSHMARTIN.COM, PHONE: +52 56 1550 6271

**DESCRIPTION OF SERVICES.** BEGINNING ON OCTOBER 29, 2021, JOSH MARTIN WILL PROVIDE TO THE CLIENT THE FOLLOWING WEDDING VIDEOGRAPHY SERVICES.

**CEREMONY AND RECEPTION LOCATION.** NIZUC CANCUN RESORT & SPA, MEXICO.

**RELATIONSHIP OF PARTIES.** IT IS UNDERSTOOD BY THE PARTIES THAT JOSH MARTIN IS AN INDEPENDENT CONTRACTOR WITH RESPECT TO THE CLIENT, AND NOT AN EMPLOYEE OF NICOLE MIHELSON AND JEREMY FRAENKEL.

**WHITE COLLECTION / PACKAGE.**

- 15-16 MINUTE CINEMATIC SHORT FILM
- 3-4 MINUTE HIGHLIGHT REEL
- 1 MINUTE INSTAGRAM TEASER
- 10 HOURS OF COVERAGE
- 2 VIDEOGRAPHERS
- AERIAL DRONE FOOTAGE
- FILMED AND DELIVERED IN 4K
- PROFESSIONAL AUDIO / SOUND DESIGN

**ADD-ONS.**

- THE DAY BEFORE THE WEDDING (3 HOURS OF COVERAGE)
- LOVE STORY FILM / WELCOME DINNER (2 HOURS OF COVERAGE)

**PERFORMANCE OF SERVICES.** (1). JOSH MARTIN WILL PROVIDE ADEQUATE COVERAGE FOR THE CLIENT'S EVENT AND WILL PRODUCE THE HIGHEST QUALITY DIGITAL VIDEO. (2). JOSH MARTIN WILL DELIVER THE PROFESSIONALLY PRODUCED VIDEOS IN A TIMELY MANNER. (3). JOSH MARTIN WILL CAPTURE AND MASTER THE VIDEOS IN DIGITAL FORMAT, COMPLETE WITH STATE OF THE ART VIDEO EDITING CAPABILITY. (4). JOSH MARTIN WILL HAVE THE VIDEOS OUTPUTTED IN .MOV OR .MP4 FORMAT. ALL FILM WILL BE DELIVERED VIA DOWNLOAD LINK.

**PAYMENT.** (1). THE CLIENT AGREES TO PAY JOSH MARTIN, A SUM OF **\$4,200 USD** IN CONSIDERATION OF THE WEDDING VIDEOGRAPHY SERVICES TO BE RENDERED BY JOSH MARTIN. (2). IN CONSIDERATION FOR THIS FEE, JOSH MARTIN WILL DEVOTE 2 HOURS (DAY 1), 3 HOURS (DAY 2) AND 10 HOURS (DAY 3) TO COVER THE EVENT OR OCCASION OF NICOLE MIHELSON AND JEREMY FRAENKEL. (3). SHOULD THE CLIENT REQUEST JOSH MARTIN TO CREATE A COMPILATION OR OTHER MATERIAL FROM THE FOOTAGE, THE FEES FOR THIS SERVICE WILL BE PROVIDED TO THE CLIENT AT THAT TIME BY JOSH MARTIN.

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**DEPOSIT.** (1). AT THE TIME OF SIGNING THE CONTRACT, THE CLIENT AGREES TO PAY A NON-REFUNDABLE DEPOSIT OF **\$2,100 USD** VIA PAYPAL TO JOSH MARTIN FOR THE SERVICES. THE DEPOSIT WILL BE SUBTRACTED FROM THE TOTAL PAYMENT OWED BY THE CLIENTS UPON COMPLETION OF THE SERVICES. (2). THE CLIENT ALSO AGREE TO PAY JOSH MARTIN A LAST SUM OF **\$2,100 USD** THE WEDDING BALANCE WILL BE PAID 3-2 WEEKS BEFORE THE EVENT. (3). IF ADDITIONAL COVERAGE HOURS ARE REQUESTED ON THE DAY OF THE EVENT, CLIENTS AGREE TO PAY **\$200 USD** PER EXTRA HOUR IN USD CASH.

**TRAVEL EXPENSES.** (1). ALL TRAVEL EXPENSES ARE INCLUDED AND BASED ON THE DISTANCE BETWEEN THE EVENT LOCATION(S) AND THE JOSH MARTIN STUDIO ADDRESS. (2). JOSH MARTIN IS RESPONSIBLE FOR LODGING, MEAL AND TRANSPORT COSTS FOR 2 PERSONS.

**WEDDING DAY (FOOD AND BREAKS).** THE VIDEOGRAPHERS WILL BE ALLOWED ONE 30 MINUTES BREAK AT THEIR OWN DISCRETION AND BATHROOM BREAKS WHEN NECESSARY. EACH VIDEOGRAPHER WILL BE PROVIDED A FULL GUEST MEAL FOR WEDDINGS LASTING LONGER THAN 8 HOURS. IF NO MEAL IS PROVIDED THE VIDEOGRAPHERS RESERVE THE RIGHT TO GO OFF-SITE FOR A MEAL FOR 30-45 MINUTES. IT IS HIGHLY RECOMMENDED THAT THE VIDEOGRAPHERS ARE ALLOWED A MEAL DIRECTLY AFTER BRIDAL CEREMONY TO ENSURE THEY ARE FINISHED EATING BY THE TIME THE NEXT ACTIVITY IS SCHEDULED.

**TERM.** JOSH MARTIN SHALL PROVIDE THE CLIENT THE FINAL VIDEOS WITHIN 16 OR 18 WEEKS AFTER THE EVENT. SAID CONTRACT MAY BE EXTENDED AND/OR RENEWED BY AGREEMENT OF ALL PARTIES IN WRITING THEREAFTER.

**POST PRODUCTION, EDITING AND DELIVERY.** (1). THE FINAL POST PRODUCTION AND EDITING STYLES, EFFECTS, AND OVERALL LOOK OF THE VIDEOS ARE LEFT TO THE DISCRETION OF THE JOSH MARTIN. (2). JOSH MARTIN IS NOT LIABLE TO DELIVER EVERY CLIP TAKEN AT THE EVENT. THE DETERMINATION OF VIDEOS DELIVERED TO THE CLIENT IS LEFT TO THE DISCRETION OF THE JOSH MARTIN. (3). ALL FILM WILL BE DELIVERED VIA DOWNLOAD LINK.

**UNAUTHORIZED REPRODUCTION.** THE CLIENT AGREES NOT TO MODIFY THE VIDEOS OR FOOTAGE PROVIDED BY JOSH MARTIN WITHOUT FIRST OBTAINING A FORMAL WRITTEN RELEASE SIGNED BY THE VIDEOGRAPHER. SHOULD THE VIDEOGRAPHER DISCOVER ANY VIOLATIONS TO THIS AGREEMENT, THE CLIENT AGREES TO BE HELD FINANCIALLY RESPONSIBLE AT A RATE OF **\$300 USD** PER VIOLATION.

**MODEL RELEASE.** (1). THE CLIENT HEREBY ASSIGNS THE VIDEOGRAPHER THE IRREVOCABLE AND UNRESTRICTED RIGHT TO USE AND PUBLISH VIDEOS OF THE CLIENT EVENT, FOR EDITORIAL, TRADE, ADVERTISING AND EDUCATIONAL PURPOSE AND IN ANY MANNER AND OFFICIAL MEDIUM; AND TO COPYRIGHT THE SAME WITHOUT RESTRICTION. (2). **NICOLE MIHELSON** AND **JEREMY FRAENKEL** RELEASE ALL CLAIM TO PROFITS THAT MAY ARISE FROM USE OF VIDEOS.

**CONFIDENTIALITY.** JOSH MARTIN, AND HIS OR HER EMPLOYEES, AGENTS, OR REPRESENTATIVES WILL NOT AT ANY TIME OR IN ANY MANNER EITHER DIRECTLY OR INDIRECTLY, USE FOR THE PERSONAL BENEFIT OF JOSH MARTIN, OR DIVULGE, DISCLOSE, OR COMMUNICATE IN ANY MANNER, ANY INFORMATION THAT IS PROPRIETARY TO **NICOLE MIHELSON** AND **JEREMY FRAENKEL**. JOSH MARTIN AND HIS OR HER EMPLOYEES, AGENTS, AND REPRESENTATIVES WILL PROTECT SUCH INFORMATION AND TREAT IT AS STRICTLY CONFIDENTIAL. THIS PROVISION WILL CONTINUE TO BE EFFECTIVE AFTER THE TERMINATION OF THE CONTRACT.

**VENUE AND LOCATION LIMITATIONS.** (1). **NICOLE MIHELSON** AND **JEREMY FRAENKEL** ARE RESPONSIBLE FOR ACQUIRING ALL PERMITS AND NECESSARY PERMISSION FOR ALL LOCATIONS ON WHICH THE JOSH MARTIN WILL BE PERFORMING SERVICES. (2). JOSH MARTIN IS LIMITED BY THE RULES AND GUIDELINES OF THE LOCATION(S) AND SITE MANAGEMENT. THE CLIENTS AGREE TO ACCEPT THE TECHNICAL RESULTS OF THEIR IMPOSITION ON THE JOSH MARTIN; JOSH MARTIN WILL OFFER TECHNICAL RECOMMENDATIONS ONLY. (3). IT IS THE RESPONSIBILITY OF THE CLIENT TO PROVIDE A SAFE WORKING ENVIRONMENT FOR JOSH MARTIN. IF THE HEALTH, SAFETY, WELL-BEING OR LIFE OF JOSH MARTIN OR THE VIDEOGRAPHER'S EQUIPMENT IS IN JEOPARDY, BOTH PERCEIVED OR REAL, JOSH MARTIN MAY REMOVE HIMSELF/HERSELF AND ALL VIDEOGRAPHY EQUIPMENT FROM THE PREMISES OR EVENT. SO FAR AS IT IS SAFE, JOSH MARTIN WILL GIVE NOTICE TO THE CLIENT OF THE DANGER PRESENTED TO JOSH MARTIN OR THE VIDEOGRAPHER'S EQUIPMENT BEFORE LEAVING THE PREMISES. IN SUCH A SITUATION, JOSH MARTIN WILL NOT BE HELD LIABLE FOR ANY MISSED COVERAGE OF THE EVENTS OF THE DAY.

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**RESPONSIBILITY.** (1). JOSH MARTIN IS NOT RESPONSIBLE FOR COMPROMISED COVERAGE DUE TO CAUSES BEYOND THE CONTROL OF THE JOSH MARTIN INCLUDING BUT NOT LIMITED TO OBTRUSIVE GUESTS, LATENESS OF THE CLIENT OR GUESTS, WEATHER CONDITIONS, SCHEDULE COMPLICATIONS, INCORRECT ADDRESSES PROVIDED TO JOSH MARTIN, RENDERING OF DECORATIONS, OR RESTRICTIONS OF THE LOCATIONS. (2). JOSH MARTIN IS NOT RESPONSIBLE FOR BACKGROUNDS OR LIGHTING CONDITIONS WHICH MAY NEGATIVELY IMPACT OR RESTRICT THE VIDEO/AUDIO COVERAGE. (3). JOSH MARTIN IS NOT HELD LIABLE FOR MISSED COVERAGE OF ANY PART OF THE EVENT(S). (4). JOSH MARTIN WILL NOT BE HELD ACCOUNTABLE FOR FAILURE TO DELIVER VIDEOS OF ANY INDIVIDUALS OR ANY OBJECTS AT THE EVENT(S).

**CANCELLATION POLICY.** (1). ALL DEPOSIT FEES ARE NON-REFUNDABLE. A MINIMUM OF 90 DAYS NOTICE WILL BE REQUIRED FOR CANCELLATION OF THIS CONTRACT. ANY CANCELLATION MADE WITH LESS THAN 90 DAYS NOTICE PRIOR TO THE AGREED UPON SERVICE DATE WILL RESULT IN FULL PAYMENT BY THE CLIENT. (2). IF THE CANCELLATION IS INITIATED BY JOSH MARTIN, ALL MONIES PAID TO JOSH MARTIN FROM THE CLIENT SHALL BE FULLY REFUNDED, INCLUDING THE DEPOSIT FEE. (3). THE CLIENT MAY RESCHEDULE THE DATES OF THE CEREMONY AND RECEPTION LISTED ABOVE NO LATER THAN 30 DAYS PRIOR TO **OCTOBER 29, 2021** WITH THE WRITTEN APPROVAL OF JOSH MARTIN. SHOULD THE VIDEOGRAPHER BE UNABLE TO ACCOMMODATE THE CLIENT'S RESCHEDULED DATE, THE CLIENT WILL NOT BE HELD RESPONSIBLE FOR THE REMAINING BALANCE OF THIS WEDDING VIDEOGRAPHY CONTRACT, BUT WILL FORFEIT THEIR INITIAL DEPOSIT.

**FORCE MAJEURE.** IF PERFORMANCE OF THIS CONTRACT OR ANY OBLIGATION UNDER THIS CONTRACT IS PREVENTED, RESTRICTED, OR INTERFERED WITH BY CAUSES BEYOND EITHER PARTY'S REASONABLE CONTROL ("FORCE MAJEURE"), AND IF THE PARTY UNABLE TO CARRY OUT ITS OBLIGATIONS GIVES THE OTHER PARTY PROMPT WRITTEN NOTICE OF SUCH EVENT, THEN THE OBLIGATIONS OF THE PARTY INVOKING THIS PROVISION SHALL BE SUSPENDED TO THE EXTENT NECESSARY BY SUCH EVENT. THE TERM FORCE MAJEURE SHALL INCLUDE, WITHOUT LIMITATION, ACTS OF GOD, FIRE, EXPLOSION, VANDALISM, STORM OR OTHER SIMILAR OCCURRENCE, ORDERS OR ACTS OF MILITARY OR CIVIL AUTHORITY, OR OTHER CAUSE BEYOND THE CONTROL OF THE PARTIES, OR BY NATIONAL EMERGENCIES, **PANDEMICS**, INSURRECTIONS, RIOTS, WARS, STRIKES, LOCK-OUTS, LABOR DISPUTES, OR DUE TO JOSH MARTIN'S ILLNESS, THEN THE VIDEOGRAPHER SHALL RETURN 30% OF AMOUNTS PAID TO THE CLIENT BUT SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO THE AGREEMENT. THE EXCUSED PARTY SHALL USE REASONABLE EFFORTS UNDER THE CIRCUMSTANCES TO AVOID OR REMOVE SUCH CAUSES OF NON-PERFORMANCE.

**STOLEN OR DESTROYED EQUIPMENT.** IF ANY OF THE VIDEOGRAPHY EQUIPMENT IS DAMAGED, STOLEN, OR DESTROYED BY THE CLIENT OR GUESTS, THE CLIENT WILL BE RESPONSIBLE FOR THE COST TO REPLACE THE SAME ITEM OR THE CLOSEST COMPARABLY EQUIPPED MODEL.

**REMEDIES.** IN ADDITION TO ANY AND ALL OTHER RIGHTS A PARTY MAY HAVE AVAILABLE ACCORDING TO LAW, IF A PARTY DEFAULTS BY FAILING TO SUBSTANTIALLY PERFORM ANY PROVISION, TERM OR CONDITION OF THIS CONTRACT (INCLUDING WITHOUT LIMITATION THE FAILURE TO MAKE A MONETARY PAYMENT WHEN DUE), THE OTHER PARTY MAY TERMINATE THE CONTRACT BY PROVIDING WRITTEN NOTICE TO THE DEFAULTING PARTY. THIS NOTICE SHALL DESCRIBE WITH SUFFICIENT DETAIL THE NATURE OF THE DEFAULT. THE PARTY RECEIVING SUCH NOTICE SHALL HAVE 5 DAYS FROM THE EFFECTIVE DATE OF SUCH NOTICE TO CURE THE DEFAULT(S). UNLESS WAIVED BY A PARTY PROVIDING NOTICE, THE FAILURE TO CURE THE DEFAULT(S) WITHIN SUCH TIME PERIOD SHALL RESULT IN THE AUTOMATIC TERMINATION OF THIS CONTRACT.

**SEVERABILITY.** IF ANY PROVISION OF THIS CONTRACT 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 CONTRACT 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.

**NOTICE.** ANY NOTICE OR COMMUNICATION REQUIRED OR PERMITTED UNDER THIS CONTRACT SHALL BE SUFFICIENTLY GIVEN IF DELIVERED IN PERSON OR BY EMAIL.

**SIGNATORIES.** THIS AGREEMENT SHALL BE SIGNED BY NICOLE MIHELSON, JEREMY FRAENKEL AND BY JOSUE MARTIN GOMEZ HERNANDEZ ("JOSH MARTIN") AND SHALL BE EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE.

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**NICOLE MIHELSON**

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**JEREMY FRAENKEL**



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**JOSH MARTIN**