

# ***Christian OmniMedia, Inc. (COI) and Client***

## ***Terms and Conditions***

**Terms:** A fifty percent (50%) non-refundable retainer is required by **COI** at the time of this agreement to hold the production date. **The balance is payable in full and due in our office upon Client's approval of final proof.** All payments may be made with cash, check, traveler's check or money order.

**Refunds:** Allowed only if **COI** does not perform according to contract.

**Liability:** **COI** shall not be held liable for damage/loss of **Client's** material while in the possession of **COI** unless gross negligence by **COI** or its employees/agents is determined. If gross negligence by **COI** is determined, **COI** shall only be liable for the replacement value of tape stock, DVDs, CDs, Photos, or any other raw materials. Should damage/loss be incurred as a result of an act of God, equipment failure, strikes, transportation failure, fire or failure of others to deliver services, equipment, materials or any other act beyond **COI's** control, **COI** shall not be held liable or responsible.

**Production:** **COI** reserves the right to substitute or sub-contract any or all of the **Client's** production work with that of comparable quality. **Client** understands that **COI** is allowed "creative license" and all shooting and editing shall be done at **COI's** discretion. Any shooting or editing other than our normal production shall incur an additional hourly charge.

**Hold Harmless:** The **Client** represents that the production work requested to be performed by **COI** does not defame, slander, libel, cause invasion of privacy or violate or infringe upon any copyright, patent, trademark, civil right or the rights of any person, business or other entity. **Client** shall indemnify and hold harmless **COI** employees/agents/sub-contractors against claims, losses, suits or other liabilities/expenses including reasonable attorney's fees incurred during defense litigation or arising out of the production, distribution or use of materials or equipment concerning any production work in which **COI** supplies facilities, services or equipment.

**Copyright:** Most films, videotapes, television programs, musical and audio recordings and many other materials are copyrighted. Unauthorized use or recordings of that copyrighted material are contrary to the provision of the copyright law. **Clients** are solely responsible for obtaining copyright permission and any other necessary licensing of property used in the production by **COI** and must produce this permission and/or licensing in writing to **COI**.

**Statutory Rights:** The State of Florida's laws and statutes shall govern and enforce this agreement containing terms and conditions in totality.

**Release:** I hereby allow **COI** to utilize all or part of this production for promotional purposes or for resale.

**THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND NO MODIFICATIONS OR ADDITIONS MAY BE MADE EXCEPT BY WRITTEN CONSENT OF ALL PARTIES.**

Client Bus. Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Client Phone Number(s): Office: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Package: \_\_\_\_\_ Options: \_\_\_\_\_

Price: \$ \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COI Signature: Christian OmniMedia, Inc. Date: \_\_\_\_\_