

# This Agreement Goes Into Effect Immediately Upon the Purchase or First Payment.

## Definitions:

- Client =
- Vendor = TLIC LLC
- Parties = Client + Vendor
- Purchase Agreement = Services Purchased according to any TLIC invoice

## PURPOSE OF THE AGREEMENT

Client wishes to hire Vendor TLIC Media LLC to provide services relating to Client's wedding as detailed in this Agreement. Vendor has agreed to provide such services according to the terms of this Agreement.

## TERMS

### SERVICES

The vendor TLIC LLC shall provide the client with the services outlined in the purchase agreement. A detailed record of purchases is kept in the client file. This agreement honors the communication between vendor TLIC LLC and the Client. The agreement covers the final purchase agreement.

### LOCATION AND DELIVERY OF SERVICES

The vendor TLIC LLC shall deliver services to the client at the location provided in the introduction form filled out by the client.

#### Delivery of Services:

The vendor TLIC LLC will provide all services within 90 days after the wedding/event unless otherwise specified in this Agreement. When the provided services are tied to the number of guests the client has set to attend the client's wedding or another event, the client agrees to notify vendor TLIC LLC with an accurate guest count 30 days before the event.

### COST, FEES, AND PAYMENT

All associated costs, fees, and payments outlined in the purchase agreement from [mytlc.com](http://mytlc.com) are legally binding. Payment must be made according to the payment schedule provided during the purchase agreement online or in print. Dissatisfaction with the Vendor's aesthetic, judgment or artistic ability is invalid for termination of this agreement or request of any monies returned.

## EXCLUSIVITY

The client understands and agrees that he or she has hired the Vendor TLIC LLC exclusive of any other service provider. To provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Vendor hires to complete the services outlined in this agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this agreement. Infringement of this exclusivity agreement will nullify any refund due to missing or incomplete footage.

## INTELLECTUAL PROPERTY

### Copyright Ownership:

If any copyrighted work(s) are created as a result of the services provided by vendor TLIC LLC under this agreement, the vendor TLIC LLC owns all copyrights in all work(s) it creates or produces according to federal copyright law (Title 17, chapter 2, section 201-02 of the United States Code), whether registered or unregistered. All products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Vendor TLIC LLC and may be used in the reasonable course of Vendor's business.

### Permitted Uses of Product(s):

Vendor TLIC LLC grants to Client a non-exclusive license of the product(s) produced with and for Client for personal use only so long as the client provides vendor TLIC LLC with attribution each time the client uses the vendor's property.

Personal use includes but is not limited to, use within the following contexts:

1. In videos on the Client's personal social media pages or profiles; or
2. In personal creations, such as a slideshow or personal gift; or
3. In personal communications, such as a family newsletter, email, or holiday card.

## ARTISTIC RELEASE

### Style:

The client has spent a satisfactory amount of time reviewing the Vendor's work and has a reasonable expectation that Vendor TLIC LLC will perform the services in a similar manner and style unless otherwise specified in this agreement.

### Consistency:

The vendor TLIC LLC will use reasonable efforts to ensure the client's desired services are produced in a style and manner consistent with the vendor's TLIC LLC current portfolio and will try to incorporate any reasonable suggestion made by the client. However, the client understands and agrees that:

1. Every client and wedding is different, with different tastes, budgets, and needs;
2. Videography & Photography services are often a subjective art and TLIC has a unique vision, with an ever-evolving style and technique;
3. The vendor TLIC will use its artistic judgment when providing services for the client, which may not include strict adherence to the client's suggestions;
4. Although Vendor TLIC will use reasonable efforts to incorporate the client's suggestions and desires when providing the Client with the services, TLIC shall have the final say regarding the aesthetic judgment and artistic quality of the service.

## LIMIT OF LIABILITY

### Maximum Damages:

The 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 is not to exceed the total cost of services provided by the Vendor TLIC LLC.

### Loss of Product:

If any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, the vendor TLIC LLC shall refund the 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.

## CANCELLATION, RESCHEDULING, AND NO-SHOWS

### Cancellation:

If the client desires to cancel services or if it becomes impossible for Vendor TLIC LLC to render services due to the fault of the client or parties related to the client, such as failure of the wedding/event to occur.

- Vendor TLIC LLC has no obligation to attempt to re-book or reschedule services if the client cancels services on the agreed-upon date outlined in the purchase agreement.
- Vendor TLIC LLC will not be obligated to refund any amount the client has previously paid toward the total cost.

The client is not relieved of any payment obligations for canceled services.

### Rescheduling of Services

Vendor TLIC LLC has no obligation to attempt to re-book or reschedule services. If the client desires to reschedule services outside the agreed-upon date outlined in the purchase agreement.

Rescheduling can occur if Vendor TLIC LLC has open availability. But there will be a minimum 15% charge added for the rescheduling if it becomes impossible for Vendor TLIC LLC to render services due to the rescheduling of the client. Vendor TLIC LLC will not be obligated to refund any amount the client has previously paid toward the total cost.

The client is not relieved of any payment obligations for canceled Services.

### Failure of one or more essential parties to show up to the Wedding/Event on time:

If the Wedding/Event goes over the agreed-upon timeline outlined in the purchase agreement due to the fault of the client or parties related to the client there will be additional fees added based on the extra amount of time needed.

### No-Show Client:

If a client or parties related to the client are no-shows at a Wedding/Event and it becomes impossible for Vendor TLIC LLC to render services due to the fault of the client or parties related to the client, such as failure of the wedding/event to occur. Vendor TLIC LLC has no obligation to attempt to re-book or reschedule services.

- Vendor TLIC LLC will not be obligated to refund any amount the client has previously paid toward the total cost.
- The client is not relieved of any payment obligations for services.

If Vendor TLIC LLC is unable to perform services, cancels services, or is a no-show, the client shall be issued a full refund.

## 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, hurricanes, 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 vendor TLIC LLC 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 the client via the notice provisions detailed in this agreement.
2. Issue a refund or credit based on a reasonably accurate percentage of services rendered.
3. Excuse the client of any further performance and/or payment obligations in this agreement.

## APPROPRIATE CONDUCT/ SAFE WORKING ENVIRONMENT:

### Event:

The Client(s) expressly agree(s) to provide Vendor TLIC and Vendor's staff with safe and appropriate working conditions. In the event of circumstances deemed by either Vendor TLIC LLC or a bystander to present a threat or implied threat of injury or harm to Vendor TLIC LLC staff or equipment, the Vendor TLIC LLC reserves the right to cancel all services remaining under this agreement and leave the event. If the Vendor TLIC LLC is forced to leave the event early due to any offending behavior. In that case, the client(s) expressly agree to relieve and hold Vendor TLIC LLC harmless as a result of incomplete event coverage, or for a lapse in the quality of the Vendor TLIC LLC work. The Client(s) shall be responsible for payment in full.

### Non Event:

The Client(s) expressly agree(s) to provide Vendor TLIC LLC and 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 Vendor TLIC LLC staff, Vendor TLIC LLC will make reasonable efforts to notify the Client(s). If the Client(s) is/can respond to the threatening situation immediately. Vendor TLIC LLC shall attempt to resume work under the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold Vendor TLIC LLC harmless due to incomplete services under this agreement, or for a lapse in the quality of Vendor TLIC's work. The client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether Vendor TLIC LLC resumes work detailed in this agreement.

### Vendor Meals and Breaks:

The Client(s) expressly agree(s) to provide Vendor TLIC LLC and its staff with a meal(s) comparable to the catered guest's meal at a suitable time during the event. If the Client fails to provide the agreed-upon meals or has not made other agreed-upon arrangements with TLIC and Vendor TLIC LLC is forced to leave the event early or during its course the Client(s) expressly agree to relieve and hold Vendor TLIC LLC harmless as a result of incomplete event coverage, or for a lapse in the quality of the Vendor TLIC LLC work. The Client(s) shall remain responsible for payment in full.

## GENERAL PROVISIONS

### Governing Law:

This Agreement shall be governed by and construed following the laws of Maryland.

### 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 on which the Notice is sent:

1. Email

### Merger:

This agreement constitutes the final, exclusive agreement between the parties relating to the wedding/event 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 agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement. - Accordingly, any amendments made by the Parties will be applied to this Agreement.

#### Data Storage:

Local server storage will be provided for all footage taken for one year after the wedding. You will have the option to purchase permanent local storage for \$425 a year after your wedding. All final edited files will be backed up to Google Drive indefinitely as long as Google Drive continues to offer the unlimited storage plan. If Google Drive nullifies this plan, 30 days' notice will be given. Cloud files will be removed after the 30-day notice. There will be a service charge of \$300 for reproducing any physical or digital copy of footage or materials after this contract is satisfied See all long-term storage options at [oldsite.mytlic.com/lts](https://oldsite.mytlic.com/lts)

#### Digital Downloads:

Vendor TLIC LLC will provide a link to Google Drive with all media captured from the agreement. Digital downloads and storage will be provided for all final content indefinitely, provided Google Drive offers unlimited storage. If Google Drive nullifies this plan, 30 days' notice will be given and all final content will be removed.

#### Editing:

If the final product is not to the client's liking, the contractor agrees to provide adjustments to the production to the client choosing for free a maximum of (1) times. The client has seven days past the delivery of the product to submit any re-edit requests. After the first re-edit or 7 days after delivery, an \$80/hr fee will be assessed for each additional recreation of production past. The client may request as many changes to the content as they would like for a \$100/hr free pre-recreation of the production. A re-edit is defined as the accumulated editing changes made to the original edit.

#### Payment:

Payment can be performed online, by credit/debit card or bank account, or by mail, by cash or check, to 54S Potomac Street Suite 301 Hagerstown Maryland 21740 addressed and written to Vendor TLIC LLC

IN WITNESS WHEREOF, the Parties executed this Agreement at the time of the purchase agreement.

Client

Vendor

Chris Hiltz

*Chris Hiltz*

2025-01-31