

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

TELESCOPE MEDIA GROUP, a  
Minnesota corporation, CARL  
LARSEN and ANGEL LARSEN,  
the founders and owners of  
TELESCOPE MEDIA GROUP,

Plaintiffs,

vs.

REBECCA LUCERO, in her official  
capacity as Commissioner of the  
Minnesota Department of Human  
Rights, and KEITH ELLISON, in  
his official capacity as Attorney  
General of Minnesota,

Defendants.

**Case No. 0:16-cv-04094-JRT-LIB**

**Chief Judge John R. Tunheim**

**Magistrate Judge Leo I. Brisbois**

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**EXHIBIT LIST**

Exhibit A – Wedding Film Contract

Dated this 22nd day of January, 2021.

/s/Jeremy D. Tedesco  
Jeremy D. Tedesco, AZ 023497\*  
ALLIANCE DEFENDING FREEDOM  
15100 N. 90<sup>th</sup> Street  
Scottsdale, Arizona 85260  
(480) 444-0020  
(480) 444-0028 Fax  
jtedesco@ADFlegal.org

*\*Admitted Pro Hac Vice*

*Attorney for Plaintiffs*

# EXHIBIT A



## **Telescope Media Group**

### **Wedding Cinematography Agreement**

This Agreement contains the legally binding terms between Telescope Media Group (“Cinematographer”) and \_\_\_\_\_ (“Client”) entered into on \_\_\_\_\_.

#### **Visual Storytelling Service: Wedding Cinematography & Internet Posts.**

In accordance with this Agreement, Cinematographer will provide commissioned filmmaking and internet posts published on Cinematographer’s website and social media sites as described in the attached Appendix A (Required) and Appendi(x/ces) \_\_\_\_\_.

#### **Fees.**

Client agrees to pay \$\_\_\_\_\_ to engage Cinematographer’s artistic talents. Client agrees that 1/3 of this payment is due immediately to reserve Client’s desired date(s) for the cinematography shoot(s) (“Shoot(s)”); 1/3 of this payment is due before the first Shoot; and 1/3 of this payment is due before delivery of the final film.

If additional charges are incurred after the date of this Agreement, Client’s agreement to incur additional charges may be memorialized in any writing, including email, and will be deemed incorporated into this Agreement and subject to its terms.

#### **Planning & Directing the Shoot(s).**

Cinematographer will work with Client to create a timeline for the Shoot(s). Client agrees to adhere to the timeline as closely as possible and to cooperate with Cinematographer, including arriving at the Shoot(s) at the appointed time and responding to Cinematographer’s emails, phone calls, and other communications during the planning process.

On the day of the Shoot(s), Cinematographer has sole discretion to set up, direct, and create situations for the best possible film footage. This includes selecting backgrounds and lighting situations, choosing camera angles and positions, and casting characters. Client agrees to cooperate with these efforts. Client further agrees that Cinematographer can only film the Shoot(s) as they happen. Client agrees that Cinematographer is not responsible for lighting deficiencies, weather, location, or schedule complications, characters’ inability to cooperate, or interference or obstruction by Client or third parties associated with the Shoot(s), if those factors or

other similar factors affect the quality or content of the film and internet posts delivered.

### **Expenses & Travel.**

In addition to the above fee, Client agrees to reimburse Cinematographer's expenses, including parking, location or permitting fees, and travel expenses according to the schedule below. Reimbursements must be paid before the day of the relevant Shoot if possible, but in no event later than 14 days after the relevant Shoot.

<b>Travel Distance from Zip Code 56303</b>	<b>Expense</b>
< 60 miles	No additional expense.
$60 \leq 120$ miles	\$50
$120 \leq 360$ miles	\$100
> 360 miles	Airfare necessary.

In addition, unless otherwise specified, Client agrees that if Cinematographer must travel more than 2 hours or fly to a Shoot, Client will provide hotel accommodations for the night before that Shoot and the night of that Shoot.

### **Exclusive Cinematographer.**

Client agrees that no other professional cinematographers will be hired or located at any Shoot to film Client unless Client obtains prior written permission from Cinematographer. Photographers are permitted provided they do not capture moving images.

### **Breaks & Food Service During Shoot(s).**

During the Shoot(s), Cinematographer will be allowed one 30-minute break at Cinematographer's discretion, and restroom breaks when necessary. If the Shoot will last more than 10 hours, Cinematographer must be allowed a second 15-minute break to be taken at Cinematographer's discretion. If the Shoot will last more than 5 hours, Client will provide Cinematographer with a full meal or provide funds and an additional 45-minute break for Cinematographer to go off-site and obtain a meal.

### **Cinematographer's Creative License.**

Cinematographer retains complete artistic and editorial freedom with respect to every aspect of the creation of the commissioned film(s) and internet posts. Cinematographer agrees that the commissioned film(s) and internet posts delivered will be of a similar style and caliber to the work on Cinematographer's website and

social media sites. Client agrees that Cinematographer will have complete creative control over the directing and capturing of film, the editing and post-processing, and the design and creation of the internet posts. This control includes Cinematographer's exclusive right to determine which film clips are of adequate quality for use in the commissioned film(s), exclusive right to edit and release those film(s) or film clips deemed creditable as professional in quality and within Cinematographer's artistic and moral standards, and exclusive right to compose, edit, and produce at Cinematographer's sole discretion the content, messages, and artistic elements of any films and internet posts published on Cinematographer's website and social media sites or delivered in physical or electronic format.

Cinematographer does not edit film for physical appearance. The digital files delivered will not include all film captured, and while Cinematographer will make reasonable efforts to fulfill requests for certain film clips, Cinematographer can make no guarantees that specific film clips will be captured or delivered. Client agrees that Cinematographer is not responsible to deliver specific film clips. That said, Cinematographer agrees to collaborate with Client about the content of the final film(s), with the understanding that Cinematographer must approve the final content and message of each film that Cinematographer creates.

### **Delivery, Revision, & Retention of Files.**

Cinematographer agrees to deliver the commissioned film(s) in digital files ("Cinematography") and to publish the related internet posts ("Internet Posts") on Cinematographer's website and social media sites according to the timelines specified in the attached Appendi(x/ces), provided that Client has supplied Cinematographer with all requested materials (e.g. photos, interview schedules, etc.) within a reasonable time, and has not otherwise delayed Cinematographer's filmmaking or internet post creation process.

No re-editing will be done after the final edited project(s) is delivered and published. Cinematographer will make the final edit available online for 90 days. Once the master is delivered to Client, or after the 90 days have expired, it is Client's sole responsibility to protect and retain the master deliverable for the future. Cinematographer recommends that electronic storage drives be duplicated and stored in multiple locations. If Client requires the Cinematography to be duplicated by Cinematographer, and the Cinematography is still in Cinematographer's possession, a fee may be applied.

### **No Warranties.**

Cinematographer warrants to Client that the Cinematography and Internet Posts will be the original work of Cinematographer. Except for the express representations and warranties stated in this Agreement, Cinematographer makes no warranties whatsoever under this Agreement. Cinematographer explicitly disclaims any other

warranties of any kind, including but not limited to warranties of merchantability or fitness for a particular purpose, and title and non-infringement or compliance with laws or government rules or regulations applicable to services rendered by Cinematographer to Client under this Agreement.

### **Cinematographer's Exclusive Copyright.**

Under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., Cinematographer retains all ownership, copyright, title, interest, and other intellectual property rights in the Cinematography and in any Internet Posts that Cinematographer captures, creates, and/or delivers under this Agreement. Cinematographer's Cinematography and Internet Posts are not works for hire as defined under Copyright Law.

Client agrees that Cinematographer reserves the right to document, advertise, display, and describe the Cinematography and Internet Posts created for Client. For example, the Cinematography and Internet Posts may be displayed and described in its printed and/or digital form in Cinematographer's portfolio, both online and in material form. Client also understands that Cinematographer will publicly display and describe the Cinematography and Internet Posts, and/or portions thereof, to promote Cinematographer's Christian beliefs about marriage.

Cinematographer is not obligated to accept any filmmaking project. Cinematographer reserves the right to decline any request that is inconsistent with Cinematographer's artistic or religious beliefs. Cinematographer has determined that Client's requested film and internet posts either express messages that promote Cinematographer's artistic or religious beliefs, or at least are not inconsistent with those beliefs. Cinematographer reserves the right to terminate this Agreement if Cinematographer subsequently determines, in Cinematographer's sole discretion, that the requested film(s) communicate ideas or messages, or promotes events, services, products, or organizations, that are inconsistent with Cinematographer's artistic or religious beliefs. If Cinematographer makes this determination after Client provides false information or conceals material information about Client or about the context and use for the requested film(s), all unpaid charges under this Agreement for work already completed shall become immediately due and payable.

### **Release.**

Client and/or Client's guardian (if Client is a minor) authorizes and consents to the use of Client's visual image by Cinematographer at Cinematographer's sole discretion. Uses may include but are not limited to: still photography, videotape, electronic and printed publications and publication on websites, including Cinematographer's own website and social media sites. Client and/or Client's guardian (if Client is a minor) waives any and all claims for payment associated with these uses.

### **Client's Limited License.**

Cinematographer grants Client a limited license to use the Cinematography for personal and noncommercial uses. For purposes of this Agreement, "use" means to copy, reproduce, modify, edit, synchronize, perform, display, broadcast, publish, or otherwise make use of. Client agrees that any public use of the Cinematography or Internet Posts online or in other physical or electronic form must include a citation to the Cinematographer. Client further agrees that except for clipping, they will under no circumstances alter the Cinematography or Internet Posts placed in public or on the internet. This includes agreement not to use filters or to change the colors of the Cinematography and Internet Posts. Client also agrees to be responsible for any family member or friend's adherence to this policy.

Cinematographer also reserves the right to ask Client to remove any attribution from publicly displayed Cinematography or Internet Posts at Cinematographer's sole discretion.

### **Nonpayment, Cancellations, Re-scheduling.**

Cinematographer reserves the right to void this Agreement for nonpayment of fees or expenses. The Cinematography and Internet Posts will not be delivered until all fees and expenses are paid. Cinematographer reserves the right to release Client's reserved date for the Shoot(s) if Client fails to make the agreed upon payments or if Cinematographer is unable to communicate with Client after three (3) attempts.

If Client cancels a Shoot, Client agrees that Cinematographer will retain the deposit as the agreed loss suffered by Cinematographer due to the cancellation. In the unlikely event that Cinematographer cancels the Shoot, all money including the nonrefundable retainer will be returned to Client.

Client agrees to notify Cinematographer as soon as possible if Client needs to reschedule a Shoot for weather or illness or another exceptional circumstance. Cinematographer agrees to reschedule the Shoot at no additional charge, but Cinematographer cannot guarantee a particular day or timeline.

### **Limit of Liability.**

Cinematographer shall not be liable for any failure to perform Cinematographer's obligations in this Agreement where such failure results from any cause beyond Cinematographer's reasonable control, such as (but not limited to) a fire, other causality, or act of God. If Cinematographer fails to perform as required, Cinematographer shall not be liable to the Client or any third party for any damages beyond the reimbursement of fees paid by Client to Cinematographer. Client waives any right to recover any other type of damages, including, but not limited to, any loss of use, revenue, or profit, or loss of data or any consequential, incidental, indirect, exemplary, special, pain and suffering, emotional, expectation, or punitive damages,

whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not such party has been advised of the possibility of such damages. In no event will Cinematographer's liability arising out of related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to Cinematographer.

**Choice of Venue.**

Client agrees that any and all legal matters arising from this Agreement will be held in Cinematographer's home state of Minnesota in Stearns County.

**Not a Waiver.**

Cinematographer's failure to exercise any right provided in this Agreement shall not be deemed a waiver of any rights in this Agreement.

**Complete & Exclusive Statement.**

Cinematographer and Client agree that this Agreement contains the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all earlier written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that any modifications to this Agreement must be in a writing, except as provided otherwise in this Agreement.

If any provision in this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full effect. This Agreement is personal to the Client and is therefore not assignable, transferable, or sub-licensable by Client without Cinematographer's prior written consent.

All rights not expressly granted above in this Agreement are reserved above are retained by Cinematographer, including any electronic rights or usage, and including, but not limited to, all rights in any unedited or preliminary visual storytelling works.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telescope Media Group

\_\_\_\_\_  
Date

## APPENDIX A

### Wedding Celebration Film(s) (Required Storytelling Service)

#### Commissioned Cinematography:

Cinematographer agrees to provide to Client the following commissioned Cinematography. (Choose at least one.)

\_\_\_\_\_ *Feature Wedding Story* – Cinematographer will provide Client two videographers for 1 day (up to 10 hours) of wedding day cinematography. Unless otherwise specified, Cinematographer will film, to the best of Cinematographer’s ability, interviews with the bride and groom, pre-ceremony events, the wedding ceremony, the reception, and the venue. Cinematographer will deliver, according to Cinematographer’s delivery policy, the completed wedding film within 6 months after the wedding.

\_\_\_\_\_ *Social Glimpse Story* – Cinematographer will provide Client at least one videographer for 1 day (up to 10 hours). Unless otherwise specified, Cinematographer will film, to the best of Cinematographer’s ability, interviews with the bride and groom, pre-ceremony events, the wedding ceremony, the reception, and the venue. Cinematographer will also provide, to the best of Cinematographer’s ability, up to 90 minutes of onsite editing of film captured on the wedding day, and before the reception, and will deliver, according to Cinematographer’s delivery policy, the completed wedding film no later than 30 minutes before Client’s wedding reception concludes.

\_\_\_\_\_ *Just Married Story* – Cinematographer will provide Client at least one videographer for 1 day (up to 10 hours) of wedding day cinematography. Unless otherwise specified, Cinematographer will film, to the best of Cinematographer’s ability, interviews with the bride and groom, pre-ceremony events, the wedding ceremony, the reception, and the venue. Cinematographer will deliver, according to Cinematographer’s delivery policy, the completed wedding film no later than 3 days after Client’s wedding day.

Cinematographer requires a minimum of 1 consultation, but encourages more than 1 consultation before the wedding. Cinematographer prefers to meet in person. If you select more than one wedding film above, the same videographer(s) may provide the services requested of Cinematographer.

**Commissioned Internet Posts:**

Cinematographer agrees to provide to Client the following commissioned Internet Posts.

*Wedding Story on Cinematographer's Website & Social Media Sites* – Cinematographer will publish on Cinematographer's website and social media sites Client's wedding film(s), along with written narration celebrating Client's wedding story. Cinematographer will publish, according to Cinematographer's delivery policy, the Internet Posts within 14 days after delivering to Client the completed wedding film(s).

## APPENDIX B

### “Introducing Us” Accent Film (Optional Storytelling Service)

#### **Commissioned Cinematography:**

Cinematographer agrees to provide to Client the following commissioned Cinematography.

*“Introducing Us” Story* – Cinematographer will provide Client two videographers for one day (up to 10 hours) of pre-wedding day cinematography on a date mutually agreed upon by Cinematographer and Client, and not later than 2 months before the wedding. Unless otherwise specified, Cinematographer will film, to the best of Cinematographer’s ability, interviews with the prospective bride and groom, background scenes such as their homes, and hometowns. Cinematographer will deliver, according to Cinematographer’s delivery policy, the completed film on or before 14 days before the wedding.

*Consultations/Planning* – Cinematographer requires a minimum of 1 consultation, but encourages more than 1 consultation before the wedding. Cinematographer prefers to meet in person.

## APPENDIX C

### “Reflections” Accent Film (Optional Storytelling Service)

#### **Commissioned Cinematography:**

Cinematographer agrees to provide to Client the following commissioned Cinematography.

*“Reflections” Story* – Cinematographer will provide Client two videographers for one day (up to 10 hours) of post-wedding day cinematography on a date mutually agreed upon by Cinematographer and Client. Unless otherwise specified, Cinematographer will film, to the best of Cinematographer’s ability, interviews with the husband and wife, and to the extent practical, background scenes, such as their home and hometown. Cinematographer will deliver, according to Cinematographer’s delivery policy, the completed film within 6 months after the date of the related cinematography Shoot.

*Consultations/Planning* – Cinematographer requires a minimum of 1 consultation, but encourages more than 1 consultation before the wedding. Cinematographer prefers to meet in person.

#### **Commissioned Internet Posts:**

Cinematographer agrees to provide to Client the following commissioned Internet Posts.

*“Reflections” Story on Cinematographer’s Website & Social Media Sites* – Cinematographer will publish on Cinematographer’s website and social media sites Client’s “Reflections” accent film, along with written narration celebrating Client’s wedding and post-wedding story. Cinematographer will publish, according to Cinematographer’s delivery policy, the Internet Posts within 14 days after delivering to Client the completed “Reflections” accent film.