

This agreement made this ____ day of _____, 20_____, by and between Heyward Services, a subsidiary of Heyward Incorporated, which is a North Carolina Corporation and _____ (Customer).

In consideration for allowing customer to videotape Heyward Services personnel performing maintenance or service or demonstrating the operation of _____ (the equipment), the Customer and Heyward Services agree to the following:

1. The video tape is used at the Customer's own risk and is not intended as a substitute for training, safety instruction or the operating service and maintenance manuals. ***Heyward Services assumes no liability for the completeness or accuracy of the video tape. Any claim for injury or property damage, which arises out of or in connection with the use of the video tape by the Customer, its employees or agents, is the sole responsibility of the customer.***
2. Customer may make as many copies of the tape as it requires for its own use, but agrees to not sell or transfer the tape to any other party.

When this Agreement is signed by the Customer and accepted by Heyward Services, the videotaping may begin. It is understood that the Customer's camera operator will not hinder or distract Heyward Services personnel during their work.

By: _____

Its: _____
"Customer"

Accepted Heyward Services

By: _____

Its: _____
"Heyward Services"