

Massena Chamber Video Production Agreement



To Ensure Everything Goes Smoothly:

Make sure this contract is signed before shooting.

Try to schedule shoots 2 weeks ahead of time.

Share ideas, scripts, or story boards related to the project with us.

Have all “talent” sign a talent release form before shooting.

Acquire any permissions needed to shoot on any property not owned.

Read the Terms & Conditions to understand responsibilities.

Ask questions or share concerns if there are any.

Massena Chamber Video Production Agreement

Client: _____ Project: _____ Date: _____

This Agreement is made as of this date, _____, between the Contracting Client _____ (“Client”) and the Massena Chamber of Commerce. (“Chamber”)

The Chamber hereby agrees to produce and deliver to the Client the production of the below referenced media(s), subject to and in accordance to all terms, conditions, and specifications set forth herein.

Project:

The Chamber and Client agree to the below project summary, the project contract price, and more detailed production aspects. Prices can be found at the end of this contract. (Please circle video package and fill in add ons):

1. 30 Second Video
2. 60 Second Video (two 30 second videos)
3. 90 Second Video (three 30 sec, or two 30 and one 60)

Addons: _____

Total project Cost: \$ _____ due at the completion of project, but before release.

The Client understands final payment for the project is required within 30 days of completion and before the final product will be fully released. For any late payments, the Client may be charged at the Chamber's discretion. If at any time, the Client desires to make any changes or variations from the completed project, or from any material or work in progress such changes result in additional cost to the Chamber, including persons hours, reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

Quality

It is the essence of this Agreement that all completed media and services supplied by the Chamber shall be of applicable production standards. The Chamber agrees that the media shall be of quality, artistically produced with direction, photography, sound, art, animation, synchronization and other physical aesthetic content as agreed upon in the agreement.

By signing here you are agreeing to all the above information as well as the terms and conditions of this contract.

Client Name: _____ Date: _____

Email Address: _____ Phone: _____

Full Address: _____

Client Signature: _____

Chamber Director Signature: _____

Massena Chamber Video Production Agreement

Terms & Conditions

1. FURNISHING MATERIALS, SERVICES, & RELEASES

A. The Client shall supply scripts, storyboards, product props, production notes, talent, and related clearances, unless otherwise noted in this agreement.

B. The Chamber shall deliver to Client consents, waivers, or releases from all talent and all persons or entities who have rendered services to Chamber in connection with the project to the extent permissible by applicable union or guild agreements.

2. CHANGES IN SPECIFICATIONS

If at any time, the Client desires to make any changes or variations from the completed project, script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress, and such changes result in additional costs to Producer, including person hours, reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

3. OWNERSHIP

Except as otherwise provided herein, The Chamber owns all rights, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well as in and to all the exposed negatives, positives, out-takes and clips. The grants the Client full rights to the final product.

4. SECURITY/CONFIDENTIALITY

The Chamber understands that some information for said media(s) may be of a confidential and/or sensitive nature. The Chamber agrees, at Client's written request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for the Chamber to produce media(s) in the usual and customary manner under this Agreement.

5. INDEPENDENT CONTRACTOR

It is understood that the Chamber's status under this Agreement is that of an independent contractor and that all persons engaged by the Chamber in performing its obligations shall not be deemed employees of the Client.

6. PRODUCER WARRANTIES

The Chamber represents and warrants:

A. That the Chamber has full right to enter into this Agreement and to perform its obligations hereunder and will comply with all applicable Federal, State and Local Laws, ordinances and regulations and with all applicable union agreements to which the Chamber is a signatory.

7. CLIENT WARRANTIES

Contracting Client represents and warrants:

A. The Client shall pay Producer within 30 days of deliverables noted in Paragraph 1 of this Agreement. All talent union contracting forms (e.g. "Exhibit A's") and the filing thereof with various

11. TAX LIABILITY

Any sales tax, use tax, or other tax payable on production and delivery of the final product to Client(s) (other than sales tax arising from the Chambers's purchases of materials or supplies in connection with the production) shall be the responsibility of Client who shall pay, defend and hold harmless Producer from payment of any such taxes.

12. ASSIGNMENT

This Agreement may not be assigned by either party without the written consent of the other.

13. INSURANCE COVERAGE

(1) Client shall obtain, pay for and maintain Professional Liability (Errors and Omissions Liability) insurance covering all intellectual property right infringement(s) that arise from any and all uses of the media. The Chamber will be notified in writing prior to signing this Agreement. Client will obtain and maintain insurance coverage with respect to Agency/Client job(s) at no cost to the Chamber and name the Chamber as a "named insured" on said policies prior to the commencement of preproduction. All Agency/Client supplied insurance will be deemed to be the primary coverage and issued on a non-contributory basis. Client will be responsible for any additional insurance premiums resulting from the need to purchase special coverage not provided by the coverage and pay any and all deductibles associated with Client insurance program. Client will indemnify, defend and hold harmless the Chamber for any and all claims, demands, actions including defense costs and attorneys fees for claims arising from the media(s) and the failure of the Agency/Client insurance program to be as broad as the Producer's coverage.

14. ALTERATIONS

Any alterations of original art (color shift, mirroring, flopping and paste) creating additional art is prohibited without the express permission of Producer. The Chamber will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.

15. CONTINGENCY AND WEATHER DAYS

A. A contingency day is any day where a scheduled media/film shooting has been prevented from occurring due to circumstances beyond the control of the production company.

B. These circumstances may include but should not be limited to:

- (1) Weather conditions (rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the Client).
- (2) Injury, illness, or absence of client-supplied elements (e.g. key talent, color correct products).

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A. union offices, in connection with such talent, is the direct responsibility of the Client.

B. The Client will use reasonable efforts to obtain all licenses, consents and rights necessary for things such as but not limited to: shooting in/on specific locations not owned by the Client, and props and products not owned by the Client.

8. DELIVERY OF MATERIALS

Delivery of the final product shall mean delivery of the referenced media(s) in paragraph 1 by the Chamber to the Client.

9. PAYMENT

The Client understands that the specified terms of payment under this Agreement are based upon timely cash payments within 30 days. If the Client chooses to defer paying any amount beyond the date on which it is due, Client may be charged at the Chamber's discretion.

10. INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless the Chamber for this project.

If the Chamber blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then the Chamber makes no further efforts to sell the time. If the job is canceled or postponed within the Guideline time frame, it is unlikely that this time can be re-booked.

Cancellation and Postponement: Film or Digital Video Production:

A. If notice of cancellation/postponement is given to the Chamber ONE TO THREE WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Chamber for:

(1) Any and all out-of-pocket costs for that shoot. (2) Not less than full cost of that extra shoot.

B. If notice of cancellation/postponement is given MORE THAN FIFTEEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for:

(1) All out-of-pocket costs; (2) Not less than 25% of that shoot.

C. Full cancellations will result in:

(1) 25% fee of total charge if project just started. (2) 50% fee of total charge if project is half way through.

(2) (3) 75% fee of total charge if project is near completion.

(3) "Force majeure" (meaning but not limited to, earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism, and acts of God).

(4) "the Client is Insured Re-Shoots" at no extra charge if the Chamber is unable to shoot on a pre-scheduled day.

17. PUBLICITY GUIDELINES

Until notified in writing by Client, the Chamber has a revocable license to use finished media(s) for promotional purposes.

18. DISPUTE RESOLUTION

The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

19. ENTIRE AGREEMENT AND MODIFICATION

This Agreement and any Addenda attached hereto shall constitute the entire agreement between the Chamber and Client. Any amendment hereto must be in writing and signed by each party.

20. CAPTIONS

The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision hereof.

21. NO WAIVER

Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

22. ENFORCEABILITY

If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

23. EQUAL OPPORTUNITY

In connection with its performance hereunder, the Chamber agrees not to discriminate against any employee or applicant because of race, religion, sexual orientation, color, sex, national origin, age, disability, or any other factor protected by federal, state or local law.

24. APPLICABLE LAW

This Agreement shall be interpreted and governed by the local laws of the jurisdiction where the Chamber office authorizing this Agreement is located as set forth on Page 1 of this Agreement.

Massena Chamber Video Production Agreement

Basic Video Production Rates - Members

All productions include Music (No Copyright), Camera & Crew, Voice Over work (if necessary), Editing time, full use rights, write copy, up to 3 revisions and the final product in digital form.

30 Second Video

\$225

Includes:

- Opener (Not Animated)
- One Hour Shoot

60 Second Video (or two 30 second videos)

\$410

Includes:

- Opener (Basic Animated)
- Script writing/advisement
- Two Hours Shooting Time

90 Second Video (or three 30 second videos/one 60 second and one 30 second video)

\$600

Includes:

- Opener (Animated)
- Script writing/advisement
- Three Hours Shooting Time

Add-Ons:

- Animated Opener (\$150)
- Basic Animated Opener (\$100)
- Copyrighted Music (\$100-\$\$\$?)
- Extra Shoot Time - \$60/hr
- Extra Script Writing/Advisement - \$35/hr
- Nate as an Actor - \$50/hr
- Impersonation Voice Over - \$100
- Extra revisions - \$50

*More charges may apply depending on travel time and shooting conditions.

Massena Chamber Video Production Agreement

Basic Video Production Rates - Non-Members

All productions include Music (No Copyright), Camera & Crew, Voice Over work (if necessary), Editing time, full use rights, write copy, up to 3 revisions and the final product in digital form.

30 Second Video

\$450

Includes:

- Opener (Not Animated)
- One Hour Shoot

60 Second Video (or two 30 second videos)

\$820

Includes:

- Opener (Basic Animated)
- Script writing/advisement
- Two Hours Shooting Time

90 Second Video (or three 30 second videos/one 60 second and one 30 second video)

\$1200

Includes:

- Opener (Animated)
- Script writing/advisement
- Three Hours Shooting Time

Add-Ons:

- Animated Opener (*\$250*)
- Basic Animated Opener (*\$200*)
- Copyrighted Music (*\$100-\$\$\$?*)
- Extra Shoot Time - \$120/hr
- Extra Script Writing/Advisement - \$60/hr
- Nate as an Actor - \$100/hr
- Impersonation Voice Over - \$100
- Extra revisions - \$100

*More charges may apply depending on travel time and shooting conditions.