

## Video Production Contract

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_ (year), between \_\_\_\_\_, (hereinafter "CLIENT"),

and

GUARDING LIGHT MEDIA (hereinafter "GLM").

To produce \_\_\_\_\_ (hereinafter "PRODUCTION").

We will always do our best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

CLIENT is hiring GLM to produce the items on the previous page (Quote) for the estimated total price as outlined in our previous correspondence.

What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavor to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us.

### **Video Production**

We will create designs and concepts for the look-and-feel, of your video. This includes any motion graphics that are included in the quote. All information regarding the PRODUCTION needs to be submitted to GLM before the first filming day. Any omitted information or additional information regarding the PRODUCTION give after the first day of filming may cause changes to the final project. If this occurs GLM will re-quote the project adding the additional information in the quote and will adjust the price if required.

Detailed Video Production breakdown form must be filled out and signed and must accompany this document. The Video Production Breakdown describes in detail the PRODUCTION and terms agreed to.

### **Text content**

We're not responsible for writing any text content unless we specified it in the original estimate. All text content must be supplied and written correctly. We are not responsible for any misspelling or grammatical errors in the text provided to us. **Any proof revisions due to misspelled or incorrect text will not be covered in the estimated price of final project and corrections will be billed at \$50 per hour, min of 1 hr.**

### **Photographs**

You will supply us photographs either in digital or printed format. If stock photography is to be used we will search out appropriate photos from various stock photography sites. **All any and all cost for stock photography will be billed at cost to client.** Any proof revisions due to incorrect or undesired photos will not be subject to any additional charges.

### **Changes and revisions**

We know from plenty of experience that hourly contracts are rarely beneficial to you, as they often limit you (because of increasing price) to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind. If you do want to change your mind that won't be a problem, you will be charged the rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

### **Technical support**

If you have any problems implementing the video to its final destination we can provide technical advice and assistance at our hourly rate of \$50 per hour. *(Unless otherwise stated in the quote)* If your video was intended to be broadcasted on television and you are having trouble with the network accepting or receiving your video we will work with you and or the network at our standard hourly rate of \$50 until the video is delivered *(Unless otherwise stated in the quote.)* The hourly rate will not be waived due to the following issues: wrong compression format given to GLM or incorrect or faulty information regarding the broadcast station delivery specs. **ALL BROADCAST STATION DELIVERY REQUIREMENTS MUST BE SENT TO GLM IN WRITTEN FORM.** This is to protect the CLIENT and to assure GLM had the correct information before we start filming. Any minor updates the PRODUCTION after completion will be billed at a rate of \$50 per hour unless we provide you with a specific quote regarding any changes.

### **Legal stuff**

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

### **Copyrights**

You guarantee to us that any elements of text, graphics, photos, videos, designs, trademarks, or other artwork that you provide us for inclusion in the web site or video production are either owned by you, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them (*copyright release required.*) We own the PRODUCTION and we license it to you for use on only this project.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design and video production.

### **Payments**

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. You agree to the following payment schedule:

25% Due at Contract Signing

25% Due at First Day of Filming

50% Due at Delivery (Balance Including any additional charges, ie stock photography and additional revisions beyond agreed in this contract.

This Contract is not transferable and becomes void upon completion of final project. If this contract is terminated by the client for any reason other than non performance by Guarding Light Media or reasons stated above will result in full payment of the services provided to the date of termination. This contract stays in place and need not be renewed.

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Guarding Light Media  
Date

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CLIENT-  
Date

Everyone should sign above and keep a copy for their records.