

# Production Agreement

Date \_\_\_\_\_

Job # \_\_\_\_\_

This Agreement is made as of this date, \_\_\_\_\_, between Contracting Client ("Client") \_\_\_\_\_, and HM Photography.

HM Photography hereby agrees to produce and deliver to Client the production of the below referenced media(s) ("Specified Media(s)"), subject to and in accordance with all terms, conditions, and specifications set forth herein. Producer responsibilities for furnishing media are detailed in attached Addendum A Production Specifications and Bid Estimate Form.

## **PROJECT**

HM Photography and Client agree to the below project summary, project contract price and the more detailed production outline of Addendum A Production Specifications and Bid Estimate Form.

Project Title	Max Length	Media Type (Digital)	Sound Clip (Yes/No)
1			
2			
3			

\*Project does not include subcontracting a third party editor or post producer.

**Total Project Cost:** \$ 125.00.

Due upon arrival of the audio track: 40% or \$ 50.00.

Due upon final completion and delivery of all media: 60% or \$ 75.00.

Client shall have three opportunities to request edits or changes prior to final completion and delivery of all media

## **QUALITY**

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

## **Delivery of Materials**

Listed below are the types of Media the Client wishes the methods in which the final product is delivered. (DVD, Digital Copy)

## **1. FURNISHING MATERIALS, SERVICES, & RELEASES**

- A. **Client:** Client shall supply audio files, storyboards, product props, production notes, music, instrumentation, creative guidance/ supervision, location, and related clearances, unless otherwise noted in the Addendum A Production Specifications and Bid Estimate Form. \*\*Producer is not responsible for Editorial/Post Production subcontract. Client will supply track or musical composition(s) and rights clearances unless otherwise specified.
- B. **Producer:** HM Photography shall deliver the completed project media(s) pursuant to this Agreement and the requirements of Addendum \*\*Producer shall supply everything else required for the delivery of the Specified Media(s) unless exceptions are so noted in Addendum A.

## **2. CHANGES IN SPECIFICATIONS**

If at any time, Client desires to make any changes or variations from the 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 HM Photography, HM Photography agrees to notify the Client of the amount before any such additional costs are incurred and HM Photography shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by Client shall be binding and incorporated into the terms of this Agreement. These costs will be added to the final bill due upon delivery of the agreed upon materials in the above agreement.

## **3. OWNERSHIP**

Except as otherwise provided herein, Client 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 out-takes and clips. Client grants HM Photography an exclusive, worldwide, sublicenseable, transferable, royalty free license to all media clips produced during the course of the contracted work.

## **4. SECURITY/CONFIDENTIALITY**

HM Photography understands that some information for said media(s) may be of a confidential and/or sensitive nature. HM Photography 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 Producer to

produce media(s) in the usual and customary manner under this Agreement.

## **5. INDEPENDENT CONTRACTOR**

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

## **6. PRODUCER WARRANTIES**

Producer represents and warrants:

- A. That HM Photography 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 Producer is a signatory.
- B. That HM Photography will use reasonable efforts to obtain all licenses, consents and rights necessary and incident to the performance, reproduction and exhibition of the Specified Media(s) with respect to materials, elements and services provided by Producer.

## **7. CLIENT WARRANTIES**

Contracting Client represents and warrants:

- A. Client shall pay HM Photography on the day the product is delivered noted in Paragraph 1 of this Agreement.

## **8. DELIVERY OF MATERIALS**

Delivery of the Specified Media(s) shall mean delivery of the referenced media(s) in paragraph 1 by HM Photography to Client.

## **9. PAYMENT**

Client understands that the specified terms of payment under this Agreement are based upon timely cash, check, or paypal payments on the dates agreed in paragraph 1. If Client chooses to defer paying any amount beyond the date on which it is due, Client may be charged at the HM Photography's discretion. Ownership of the media does not transfer until full payment is made to Producer.

## **10. INDEMNIFICATION**

Producer agrees to indemnify, defend, and hold harmless Client and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation of Producer in this Agreement.

Contracting Client agrees to indemnify, defend, and hold harmless Producer and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation of Contracting Client in this Agreement.

#### **11. ASSIGNMENT**

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

#### **14. 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). (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).

C. The Production Company (HM Photography) recognizes its obligation to minimize contingency day liabilities and will apply accepted industry cancellation practices.

D. The Production Company will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost. This will be a cost per day figure. However, this figure does not include the cost of premiums for crew or suppliers (i.e., should the contingency day fall on weekends, holidays or premium days based on consecutive employment).

#### **15. CANCELLATION AND POSTPONEMENT**

A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project. If the Production Company blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then the Production Company 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. It should be understood that this time represents the Production Company's only source of income.

\*\*If the production is canceled indefinitely, the initial payment will not be refunded.

#### **Cancellation and Postponement: Film or Digital Video Production:**

- A. If notice of cancellation/postponement is given to HM Photography ONE TO TEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for a **\$25.00 Rescheduling Fee.**
- B. If the shoot covers multiple days and a notice of cancellation/postponement is given to HM Photography after the commencement of the initial shoot the Client will be liable to the Production Company for **\$30.00 Rescheduling Fee.**

\*\*Expectations to the fee include: "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).

#### **16. PUBLICITY GUIDELINES**

Until notified in writing by Client and HM Photography each have a revocable license to use finished media(s) for promotional purposes.

#### **18. ENTIRE AGREEMENT AND MODIFICATION**

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

#### **20. NO WAIVER**

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

#### **21. 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.

#### **22. EQUAL OPPORTUNITY**

In connection with its performance hereunder, HM Photography 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.

#### **23. APPLICABLE LAW**

This Agreement shall be interpreted and governed by the local laws of the jurisdiction where the Production Company office authorizing this Agreement is located as set forth on Page 1 of this Agreement  
Agreed and signed:

**Client:**

Client: \_\_\_\_\_ Name/Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Producer:**

HM Photography: \_\_\_\_\_ Name/Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_