



Corporate Communications – Video – Film

Video Production Agreement

This VIDEO PRODUCTION AGREEMENT constitutes an Agreement, dated August 10, 2015 by and between Dynamic Global Media LLC, 810 Holly Drive, Conroe, Texas 77301 and _____, hereinafter referred to as “Client”, with principal offices at _____. We will be producing for the client a _____ on _____ 2018.

CLIENT contact:
CLIENT phone #:

DGM contact: Gary Parker
Cell phone#:713-828-6416

1. **SERVICES TO BE PERFORMED BY Dynamic Global Media LLC:**

“Client” engages **DYNAMIC GLOBAL MEDIA LLC** as an independent contractor to perform the following services:

- a. **DYNAMIC GLOBAL MEDIA LLC** shall produce a _____ to be used as a marketing tool, and Television program. Videotaping will include up one day of ‘shooting’, utilizing HD quality equipment. The shooting date will be _____ and _____ Hours allocated for editing. Dynamic Global Media LLC will also provide a camera crew for six hours to capture local support video and sponsorship commercial footage that will be edited into the final program.
- b. **DYNAMIC GLOBAL MEDIA LLC** will (___), will not (___) provide the script. If **DYNAMIC GLOBAL MEDIA LLC** does provide the script, the initial draft will be submitted to the Client in sufficient time to meet the Shoot date, subject to Client’s full cooperation with said script and otherwise working with **DYNAMIC GLOBAL MEDIA LLC** in a manner that will allow it to meet its obligations. **DYNAMIC GLOBAL MEDIA LLC** reserves the right to reject any offensive message deemed unsuitable for broadcast. All programming material, including any changes thereto, must receive **PRIOR APPROVAL** from Dynamic Global Media.

- c. **DYNAMIC GLOBAL MEDIA LLC** will provide Client one HD Master File either for upload or a Blu-Ray Disc (1) and SD Broadcast Master DVDs and a Mov. Digital File

2. **RESPONSIBILITIES OF CLIENT:**

- a. Client will (___) will not (X) provide the script. If Client provides the script, Client agrees that said script will be completed and submitted to **DYNAMIC GLOBAL MEDIA LLC** at least ONE WEEK PRIOR to the Shoot Date as scheduled in Paragraph 1. (a). **DYNAMIC GLOBAL MEDIA LLC** reserves the right to approve or reject all material as described in Paragraph 1. (b).
- b. Client agrees to provide **DYNAMIC GLOBAL MEDIA LLC** with all artwork, graphics, photographs, documents, and any additional visual material to which **DYNAMIC GLOBAL MEDIA LLC** would not otherwise have access. Client agrees that said slides, photographs, documents, material, will be submitted to **DYNAMIC GLOBAL MEDIA LLC** at least ONE week prior to scheduled Shoot Date as scheduled in Paragraph 1.(a).
- c. Videotaping will be done at location(s) selected by Client. Client agrees to have a Company representative accompany the camera crew during all videotaping. All shooting sites will be subject to normal laws and regulations. Client will be responsible for arranging any clearance or permission necessary for videotaping.
- d. Client will cooperate fully with **DYNAMIC GLOBAL MEDIA LLC** in resolving any script or production problems quickly, to enable both parties to meet Shoot Date specified in Paragraph 1. (a).

3. **INDEMNIFICATION:**

Client agrees to indemnify, save and hold harmless **DYNAMIC GLOBAL MEDIA LLC** from any and all claims, liability, damages, costs and expenses, including attorney's fees, arising out of or resulting from actions, actual or threatened, or suits based upon the content of the script provided by the Client, or approved by Client.

4. **COMPLETION:**

The entire videotape production(s) will be completed within two weeks of date that the videotaping begins.

5. **COMPENSATION:**

As **DGM** completes and entire compensation for full performance of its services and its other obligations hereunder, Client shall pay **DYNAMIC GLOBAL MEDIA LLC** (\$_____) for video production services.

- a. \$ _____ 1/2 of the payment is due at the acceptance of this contract.
- b. \$ _____ 1/2 (final) payment is due the day of the shooting.

d. **SPECIAL INSTRUCTIONS**

- e. Dynamic Global Media LLC will also provide a camera crew for six hours to capture local support video and sponsorship commercial footage that will be edited into the final program. DGM will also will donate 10 hours of editing of the final program.

7. **FORCE MAJEURE:**

Inability or delay in completing performance of this contract resulting from cause beyond the control of **DYNAMIC GLOBAL MEDIA LLC**, but not limited to labor disputes, governmental action or order, laws or acts of God, shall not constitute a breach of contract, but, Client shall be entitled by mutual agreement with **DYNAMIC GLOBAL MEDIA LLC**, an extension of service, additional service or, credit on a prorated basis.

8. **INDEPENDENT CONTRACTOR:**

For all purposes hereunder, **DYNAMIC GLOBAL MEDIA LLC** shall be an independent contractor and not an agent, partner or joint venture or/with Client.

9. **COMPLIANCE WITH LAWS:**

Each of the parties hereto shall exert every reasonable effort in the performance of their respective obligations hereunder to comply with all applicable municipal, country, state and federal laws, ordinances and regulations.

10. **MODIFICATION:**

This agreement may not be modified, altered, amended, or changed except by mutual agreement in writing.

11. **DEFAULT:**

In the event of default by either party, the prevailing party shall be entitled to all costs of defense, collection and/or enforcement, including attorney's fees.

12. **DISCLAIMER OF WARRANTIES:**

DYNAMIC GLOBAL MEDIA LLC makes no warranty, representation or promise not expressly set forth in the agreement. **DYNAMIC GLOBAL MEDIA LLC** disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose, course of dealing, usage of trade, title and non-infringement.

- 13. This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings or written or oral agreements.

14. **DYNAMIC GLOBAL MEDIA LLC** is not liable for any promises made by its agents beyond the terms and conditions of this agreement.

AGREED AND ACCEPTED BY:

AGREED AND ACCEPTED BY:

DYNAMIC GLOBAL MEDIA LLC

(Company Name)

NAME: _____

Name: _____

TITLE: _____

TITLE: _____

SIGNATURE: _____

SIGNATURE: _____

810 Holly Drive, Conroe, Texas 77301 (936) 828-2935 E-mail gary@DynamicGlobalMedia.com

