

# THE PARTNERSHIP INSTITUTE, LLC PRODUCTION AGREEMENT - Marketing Video Package

Date \_\_\_\_\_

This Agreement is made as of this date, \_\_\_\_\_ between Contracting Client \_\_\_\_\_ ("**Client**"), and Iron Knee Video and Entertainment, a division of The Partnership Institute, LLC production company ("**Producer**").

Producer 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. Additional Producer responsibilities, if needed, for furnishing specific media requests beyond the Market Video Package are detailed in attached Addendum A Production Specifications and Bid Estimate Form.

## PROJECT

Producer 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 if needed.

	Max Length (seconds or minutes)	Media type (35mm, digital, anim, etc.)	Sound design (yes/no)	
1. Market Video Package	30 seconds	DCP / MP4	Yes	<u>\$795</u>
2. Market Video Package	60 seconds	DCP / MP4	Yes	<u>\$1295</u>
3. PSA Video Package	15-30 seconds	DCP / MP4	Yes	<u>\$595</u>

\*Project does not include a client requested subcontractor and/or third party editor or post producer.

Discounts : \_\_\_\_\_

**Total Project Cost:** \$ \_\_\_\_\_. Client Responsible Contingency Day Cost: \$100

Due upon signing of contract: 50% \$ \_\_\_\_\_.

The balance will be due upon final completion and delivery of all media: \$ \_\_\_\_\_.

Client shall have two 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 Producer shall be of applicable production standards for movie theater, web, or television use. Producer agrees that the media shall be of quality, artistically produced with direction, photography, sound, art, animation, synchronization and other physical and aesthetic content as agreed upon in the bid estimate.

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

A. Client: Client shall supply product props, celebrity talent, creative guidance/supervision, 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.

Producer: Producer shall deliver scripts, storyboards, production notes, music, and the completed project media(s) pursuant to this Agreement and the requirements of Addendum A. Producer shall deliver to Client consents, waivers or releases from all talent and all persons or entities who have rendered services to Producer in connection with the Specified Media(s) to the extent permissible by applicable union or guild agreements. 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 Producer, Producer agrees to notify the Client of the amount before any such additional costs are incurred and Producer 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. 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, Producer 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. Producer grants Client an exclusive, worldwide, sublicenseable, transferable, royalty free license to all mp4 media clips produced during the course of the contracted work.

## **4. SECURITY/CONFIDENTIALITY**

Producer understands that some information for said media(s) may be of a confidential and/or sensitive nature. Producer 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 Producer's status under this Agreement is that of an independent contractor and that all persons engaged by Producer in performing its obligations shall not be deemed employees of Client.

## **6. PRODUCER WARRANTIES**

Producer represents and warrants:

A. That Producer 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 Producer 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 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 union

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

## **8. DELIVERY OF MATERIALS**

Delivery of Media(s) shall mean delivery of the DCP files to the assigned theater, and MP4 files to the assigned website.

## **9. PAYMENT**

Client understands that the specified terms of payment under this Agreement are based upon timely cash payments within 30 days. If Client chooses to defer paying any amount beyond the date on which it is due, Client may be charged at the Producer's discretion, as additional consideration, an amount equal to the current prime rate +2% (as charged by Producer's bank from time to time) on unpaid amounts until paid, compounded monthly. 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. TAX LIABILITY**

Any sales tax, use tax, or other tax payable on production and delivery of Specified Media(s) to Client(s) (other than sales tax arising from Producer'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. 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).

(4) The Client will be responsible for Contingency Day Costs only for those reasons that are a direct responsibility of the Client.

C. The Production Company 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).

**14. 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 rebooked. It should be understood that this time represents the Production Company's only source of income.

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

A. If notice of cancellation/postponement is given to the Producer ONE TO TEN 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) Full director's fee as bid; and (3) Full production fee on the job as bid.

B. If notice of cancellation/postponement is given ELEVEN OR MORE 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 50% of director's fee as bid; and (3) Not less than 50% of production fee on the job as bid.

**Cancellation and Postponement: CGI or Animation Production:** A. If notice of cancellation/postponement is given MORE THAN HALFWAY THROUGH the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for the full cost of the job as a bid.

B. If notice of cancellation/postponement is given IN THE FIRST HALF of the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for 50% to the Production Company for the full cost of the job as a bid to include:

- (1) All out of pocket costs, including the expense of all staff and freelance labor attached to the project. This expense will include full payment through the original completion date if that labor is not rebooked by the company, or, in the case of the freelance labor, not able to rebook itself on another project.
- (2) Full creative fees as bid.
- (3) Full production fee on the job as bid.

**15. PUBLICITY GUIDELINES**

Until notified in writing by Client, Production Company and Director each have a revocable license to use finished media(s) for promotional purposes.

**16. DISPUTE RESOLUTION**

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

**17. ENTIRE AGREEMENT AND MODIFICATION**

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

**18. 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.

**19. NO WAIVER**

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

**20. 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.

**21. EQUAL OPPORTUNITY**

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

**22. 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:**

\_\_\_\_\_ Entity  
\_\_\_\_\_ Name/Title  
\_\_\_\_\_ Signature  
\_\_\_\_\_ Date

**Production Company:**

**Iron Knee Video and Entertainment**  
\_\_\_\_\_ Name/Title  
\_\_\_\_\_ Signature  
\_\_\_\_\_ Date

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

Producer Address:

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

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