

Videography Project Confirmation Agreement (Sample)

AGREEMENT as of the ____ day of _____, 20 ____, by and between

_____, located at _____ (hereinafter referred to as the “Client”) and _____, located at _____ (hereinafter referred to as the “Videographer”) with respect to the creation of a certain design or Work Product (hereinafter referred to as the “Work Product”).

WHEREAS, Videographer is a professional Videographer of good standing;

WHEREAS, Client wishes the Videographer to create certain Work Product described more fully herein; and

WHEREAS, Videographer wishes to create such Work Product;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

This relationship, creation and resultant work product is NOT a work for hire.

1. Description. The Videographer agrees to create the Work Product in accordance with the following specifications:

Project description _____

Number of finished Work Product (s) _____

Other specifications _____

The Work Product shall be delivered in the form of ____ set(s) of finished [] digital media [] electronic downloads, more fully described as _____

Other services to be rendered by Videographer _____

Client purchase order number _____ Job number _____

2. Due Date. The Videographer agrees to deliver preliminary work within ____ days after the later of the signing of this Agreement or, if the Client is to provide reference, layouts, or specifications, after the Client has provided same to the Videographer. The Work Product shall be delivered ____ days after the approval of preliminary work by the Client.

3. Grant of Rights. Upon receipt of full payment, Videographer grants to the Client the following rights in the Work Product:

(Deliverables)

- a) Motion-video footage, including any still image or images that might, by any process, be extracted from the video content.
- b) Motion-video footage, not including any still image or images that might, by any process, be extracted from the video content.
- c) For use as _____
- d) For the product, campaign or publication named _____
- e) In the following territory _____
- f) For the following time period _____
- g) Other limitations _____
- h) With respect to the usage shown above, the Client shall have exclusive nonexclusive rights.
- i) This grant of rights does not include electronic rights, unless specified to the contrary here _____, in which event the usage restrictions shown above shall be applicable. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.

4. Reservation of Rights. All rights not expressly granted hereunder are reserved to the Videographer, including but not limited to all rights in sketches, comps, any still image or images that might, by any process, be extracted from the video content, or other preliminary materials created by the Videographer.

5. Fee. Client agrees to pay the following purchase price: \$_____ for the usage rights granted. Client agrees to pay sales tax, if required.

6. Additional Usage. If Client wishes to make any uses of the Work Product in addition to those herein agreed, Client agrees to seek permission from the Videographer and make such payments as are agreed to between the parties at that time.

- 7. Still Images.** No rights are granted for the use of any still images that may comprise any part of the motion-video footage outside the context of the motion-video unless agreed in writing.
- 8. Expenses.** Client agrees to reimburse the Videographer for all expenses of production as well as related expenses including but not limited to illustration, photography, travel, models, props, messengers, and telephone. These expenses shall be marked up ____ percent by the Videographer when billed to the Client. At the time of signing this Agreement, Client shall pay Videographer \$_____ as a nonrefundable advance against expenses. If the advance exceeds expenses incurred, the credit balance shall be used to reduce the fee payable or, if the fee has been fully paid, shall be reimbursed to Client.
- 9. Payment.** Client agrees to pay the Videographer on the date of delivery of the Work Product. In the event that work is postponed at the request of the Client, the Videographer shall have the right to bill pro rata for work completed through the date of that request, while reserving all other rights under this Agreement. Overdue payments shall be subject to interest charges of ____ percent monthly.
- 10. Advances.** At the time of signing this Agreement, Client shall pay Videographer ____ percent of the fee as an advance against the total fee. Upon approval of sketches Client shall pay Videographer ____ percent of the fee as an advance against the total fee.
- 11. Revisions.** The Videographer shall be given the first opportunity to make any revisions requested by the Client. If the revisions are not due to any fault on the part of the Videographer, an additional fee shall be charged. If the Videographer objects to any revisions to be made by the Client, the Videographer shall have the right to have his or her name removed from the published Work Product.
- 12. Copyright Notice.** Copyright notice in the name of the Videographer [] shall [] shall not accompany the Work Product when reproduced.
- 13. Authorship Credit.** Authorship credit in the name of the Videographer [] shall [] shall not accompany the Work Product when reproduced.
- 14. Cancellation.** In the event of cancellation by the Client, the following cancellation payment shall be paid by the Client: **(A)** Cancellation prior to the Work Product being turned in: ____ percent of the fee; **(B)** Cancellation due to the Work Product

being unsatisfactory: ____ percent of fee; and (C) Cancellation for any other reason after the Work Product are turned in: ____ percent of fee. In the event of cancellation, the Videographer shall own all rights in the Work Product. The billing upon cancellation shall be payable within thirty days of the Client's notification to stop work or the delivery of the Work Product, whichever occurs sooner.

15. Ownership and Return of Work Product. Upon Videographer's receipt of full payment, the work product and rights agreed herein shall become the property of the Client. The ownership of removable electronic storage media and of original artwork, including but not limited to sketches and any other materials created in the process of making the Work Product as well as illustrations or photographic or videographic materials such as raw unused footage, shall remain with the Videographer and, if delivered by Videographer to Client with the Work Product, shall be returned to the Videographer by bonded messenger, air freight, or registered mail within thirty days of the Client's completing its use of the Work Product. The parties agree that the value of original design, art, photography or videography is \$_____, in addition to the contract value of the Work Product, and these originals are described as follows _____

16. Releases. The Client agrees to indemnify and hold harmless the Videographer against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work Product at the request of the Client for which no copyright permission or privacy release was requested or uses which exceed the uses allowed pursuant to a permission or release.

17. Arbitration. All disputes arising under this Agreement shall be submitted to binding arbitration before _____ in the following location _____ and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$_____ shall not be subject to this arbitration provision.

18. Miscellany. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver

of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Videographer _____

Client _____

Company Name

Company Name

By _____

By _____

Authorized Signatory, Title

Authorized Signatory, Title