HERBITY PRODUCTIONS VIDEO SERVICES CONTRACT

The following agreement (“Agreement”) has been entered into and signed on _____ (“Agreement Date”) by the following parties :

Artist / Company Name (“Producer”): _____
Address: _____
Email: _____ Phone: _____

Client’s Full Name (“Client”): _____
Address: _____
Email: _____ Phone: _____

Alternate Contact Name: _____ Phone: _____

Collectively, all of the above people or businesses entering this agreement will be referred to as the “Parties”

SERVICES

Producer shall provide Client with the following services and/or products ("Services"):
_____
_____
_____
_____

The above Services are scheduled to be filmed on the following date(s): _____

LOCATION

Producer will provide all Services at the following location(s):

Name of Location-1: _____
Address: _____
Contact: _____

☐ Check if additional locations are required. Additional locations shall be listed under Notes at the end of this document.

DELIVERY OF SERVICES

Producer will deliver all Services in the form of a video (.mov) file without watermark by the following date _____.

COST AND PAYMENT

As full compensation for all Services, the Client shall pay the following amount _____ (“Total Cost") due in full by _____. The Client shall pay the Total Cost to the Producer as follows:

- 50% of Total Cost (“Deposit”) on due on Agreement Date.
- 50% at final approval of completed project, signified by the delivery of a finished video file without watermark.

At minimum, the Client agrees that the Deposit fairly compensates the Producer for committing to provide the Services and turning down other potential projects/clients.

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REVISIONS AND DRAFTS

The Client may request changes to Services no later than (date) _____, after which time, the Services will not be changed. Changes to Services will be considered agreed upon when Client and Producer have both signed a written agreement reflecting these changes. If the agreed upon changes to Services include the purchase of additional services or products, the Producer will bill those additional services/products separately from this Agreement and note the additions in the Amendment form found at the end of this document.

On completion of post-production, the Producer will submit to the Client a draft of the work(s) created. Upon receipt of said draft, the Client will have 24 hours to review and approve / request revisions. The Producer will provide up to two rounds of revisions of the final work presented to the Client. If the video is revised and again delivered to the Client, the same approval criteria will apply to the redelivered video. The Producer agrees to make every reasonable effort to incorporate the Client's suggested revisions; however, the Producer shall have final say regarding aesthetic judgement and artistic quality of Services and the work(s) created as a result thereof.

INTELLECTUAL PROPERTY

COPYRIGHT OWNERSHIP: In the event that copyrighted work(s) are created as a result of the Services provided in accordance with this Agreement, Producer will retain ownership of all copyrights in any and all work(s) it creates or produces, whether registered or unregistered. Any and all products produced or created in connection with, or in the process of fulfilling this Agreement, are expressly owned by Producer and may be used in the reasonable course of Producer's business.

PERMITTED USES OF PRODUCT(S): Producer grants to the Client a non-exclusive, non-transferable license of product(s) produced with and for the Client for commercial and personal use, including but not limited to use within the following contexts:

1. Photos/videos on Client's social media pages or profiles
2. Photos/videos on Client's website
3. Photos/videos on Client's advertisements

ARTISTIC RELEASE

STYLE: Client has spent a satisfactory amount of time reviewing the Producer's work and has a reasonable expectation that the Producer will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

CONSISTENCY: Producer will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with the current portfolio of the Producer and the Producer will do their best to incorporate any reasonable suggestion made by the Client. However, the Client understands and agrees that:

1. Every client is different, with different tastes, budgets, and needs;
2. Services are often a subjective art and Producer has a unique vision, with an ever-evolving style and technique;
3. Producer will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Producer will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Producer shall have final say regarding the aesthetic judgment and artistic quality of the Services;
5. Dissatisfaction with Producer's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

NOTICE

Parties shall provide effective notice ("Notice") to each other as needed via the following methods of delivery:

- ☐ Email:
- ☐ Text Message:
- ☐ Phone Conversation:
- ☐ Other (see comment): _____

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FAILURE TO PERFORM SERVICES

In the event the Producer cannot perform its obligations in any or all parts of this Agreement, Producer (or a responsible party) will:

1. Immediately give notice to the Client via the Notice provisions detailed in this agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse the Client from any further performance and/or payment obligations in this agreement

LOSS OF PRODUCT

In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Producer shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

CANCELLATION, RESCHEDULING OF SERVICES OR NO SHOW

If the Client desires to cancel or reschedule Services, the Client shall provide notice to Producer as soon as possible via the Notice provisions detailed in this Agreement. Producer will have no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Producer to provide Services due to the fault of Client. In such a case, the Producer will not be obligated to refund any monies the Client has previously paid towards the Total Cost and additional payment obligations for the client will be based on a reasonably accurate percentage of Services rendered unless the Parties otherwise agree in writing.

FORCE MAJEURE

Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

GENERAL PROVISIONS

GOVERNING LAW: The laws of Minnesota shall govern all matters arising out of or relating to this Agreement.

SEVERABILITY: If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

LIMIT OF LIABILITY: The Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Producer.

MERGER: This agreement constitutes the final agreement of the Parties. It is the complete and exclusive expression of the Parties' agreement with respect to the subject matter of this Agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this Agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this Agreement. Except as set forth expressly in this Agreement, there are no conditions precedent to this agreement's effectiveness.

AMENDMENT: The Parties may amend this Agreement only by the Parties' written consent via proper Notice.

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The undersigned Parties agree that they have carefully read, understood, and agreed to this Agreement in its entirety. The parties agree that they have not relied upon any statements, promises or representatives other than contained herein and acknowledge receipt of copy of this Agreement. This Agreement becomes valid upon acceptance of the Deposit booking fee.

Client Printed Name: _____ **Client Signature:** _____

Date: _____

Producer Printed Name: _____ **Producer Signature:** _____

Date: _____

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AMENDMENT A

Description of changes made: _____
_____
_____
_____
_____
_____

Printed Name: _____

Signature: _____ Date: _____

Printed Name: _____

Signature: _____ Date: _____

AMENDMENT B

Description of changes made: _____
_____
_____
_____
_____
_____

Printed Name: _____

Signature: _____ Date: _____

Printed Name: _____

Signature: _____ Date: _____

AMENDMENT C

Description of changes made: _____
_____
_____
_____
_____
_____

Printed Name: _____

Signature: _____ Date: _____

Printed Name: _____

Signature: _____ Date: _____

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NOTES