

VIDEO PRODUCTION AGREEMENT



Between Excel Academy Charter School (hereinafter referred to as "Client") and Carly Stone of SeaStone Productions (hereinafter referred to as "Videographer")

1. AGREEMENT

This agreement contains the entire understanding between the Videographer and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

Client desires that a cinematic video be produced for the purpose of marketing Client's products, services and brand.

Videographer desires to provide service to Client by producing cinematic videos for the purpose of marketing Client's products, services and brand.

Now, therefore, in reliance upon the foregoing recitals and in consideration of the agreements and mutual covenants set forth herein, and for other services and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

Scope of Work. Videographer shall produce for Client: 1 graduation recap video and 6 interview videos as set forth below.

2. VIDEO DELIVERABLES

- Video Type: Social Media Ad, Google Ad, promo for website
- Video Resolution: 4K 120 fps and 24fps
- Export Formats: 16X9 wide and 9X16 vertical
- Quantity and Duration: One approx. 1-2 minute long video and six approx. 15-30 second videos
- Distribution: Facebook, Instagram, Google, YouTube, Website

3. RESPONSIBILITY OF THE VIDEOGRAPHER

The video production contains the following services provided by the Videographer:

- Pre-Production: project coordination, organization of crew, admin work, development of ideas

- Production: Carly Stone of SeaStone Productions will produce testimonial videos of students, parents and staff members of Excel Academy at the annual graduation ceremony on June 7th 2023 at The Grand in Long Beach, CA.

One approx. 1-2 minute long video featuring the best testimonials and b-roll of ceremony.

Six approx. 15-30 second videos each featuring a different student, parent or staff member telling their story. Videos include short interview, b-roll of the person highlighted and graduation ceremony.

Gear includes: two 4K Sony cameras and lenses, DJI drone, gimbal, batteries, SD cards, lav mic and shotgun mic.

- Post-Production: editing for presentation, basic graphics, audio mixing, royalty-free song selection, color correction, revisions (up to three per video), archiving on Excel hard drive, and posting on secure website for development and review.

4. RESPONSIBILITY OF THE CLIENT

The Client acknowledges the responsibility of the following:

- Communicate clearly and timely with the Videographer when discussing details about the project
- Provides interview assistant during shoot
- Feedback when reviewing deliverables provided within 3 business days
- Pay all invoices on time

5. PRODUCTION TIMELINE

Pre-production call or zoom meeting: Date TBD

Production shoot date: June 7th, 2023

Final assets delivery date: July 31st, 2023

6. PROJECT BUDGET

Both parties have agreed to the following total project budget: \$7,400.00

7. PAYMENT TERMS

The Client receives an invoice for all costs aside from post-production rate to be paid upfront, before the project shoot date. Invoices from Videographer are payable upon receipt by Client. Payment to be made via

direct deposit (or other form of payment formerly agreed upon). The Videographer can delay production if the invoice does not get paid in a timely manner.

After completion of the project and all assets delivered, the Client will receive another invoice (due within 30 days) for the remaining post-production portion of the project budget. If any additional work is requested besides what is listed in this agreement the Videographer has the right to charge additional fees and payment for any extra edits is due immediately upon delivery of finalized videos. The unpaid amount of any invoice not paid within 30 days, will incur a late payment charge of 20% per month but not in excess of the lawful maximum.

8. POSTPONEMENTS AND CANCELLATIONS: If Client postpones or cancels any video production “shoot date” or other Service, in whole or in part, without first obtaining the Videographer’s written consent, Client shall pay Videographer no less than 50% of the Videographer’s quoted project fee. If Client postpones or cancels with less than two business days’ prior written notice to Videographer, Client shall pay 100% of Videographer’s quoted project fee. Client shall in any event pay all expenses and production Charges incurred in connection with any postponed or canceled shoot date or other Service.

9. RESHOOTS: Client shall pay 100% of the original cost and expenses of the video project for any reshooting or redoing of Services requested by Client. If the video(s) become lost or unusable by reason of defects, damage, equipment malfunction, processing, or any other technical error, prior to delivery of the video(s) to Client, Videographer will perform appropriate Service(s) again without additional fees, provided Client advances and pays all Charges, and pays all Fees and Charges in connection with the initial Services.

10. POST-PRODUCTION REVISION ROUNDS

The Client has 3 rounds of minor revisions included in the total project budget.

These three revision rounds are structured as follows:

Round 1: Possible feedback to everything as long as it does not differ from the initial idea and agreements.

Round 2: Feedback only to the changes made after revisions round 1. If something needs to be changed even though it wasn’t mentioned in revision round 1, the Videographer has the right to charge the Client for the additional work.

Round 3: Minor adjustments and tweaks to polish video if needed.

11. RIGHTS LICENSED, OWNERSHIP AND USE OF VIDEO AND RAW DATA

Title (possession) of and copyright to all videos provided hereunder shall at all times remain the exclusive property of the Videographer. The Videographer’s grant of license to the video(s) to Client is contingent on

Client's acceptance of all of the terms of this Agreement. Upon payment by Client for the Services provided by Videographer, a limited, revocable, non-assignable and non-transferable license shall be granted to Client which allows Client to use the Services for marketing purposes on their own website(s), organic social media pages and Google ads in order to further the success of Client's business and service offerings as described in the Estimate. The Services may not be resold, transferred, or distributed in any other manner without the prior written consent of the Videographer. Additional usage requires additional compensation. This includes advertising, or sharing on any other platforms but the Client's own website, organic social media pages, Google ads or any other spaces agreed upon.

The Client hereby assigns the Videographer the irrevocable and unrestricted right to use and publish the video for their own marketing purposes such as in a portfolio (personal or professional).

12. DATA BACKUPS AND STORAGE

To be able to make change to the video after the project is finished, the Videographer needs to have the raw data files. These files will be stored on a hard drive purchased by the Client and backed up securely by the Videographer. The hard drive will be used to archive footage from projects on until it is filled, when filled the Client is required to purchase a new one (if both parties continue working together). At the end of all projects worked on the hard drive(s) will be given to the Client to keep and the raw data can be used at their discretion and in any capacity.

13. CONFIDENTIALITY AGREEMENT

Both the Videographer and the Client agree to treat all knowledge about processes, documents, workflows etc. of the counterpart strictly confidentially. This agreement applies equally to all employees and/or third parties who have access to the aforementioned business processes, documents and workflows. This agreement applies indefinitely even after the contract has ended.

14. LIMITATION OF LIABILITY AND INDEMNITY: Even if Client's exclusive remedy fails of its essential purpose, Videographer's entire liability shall in no event exceed the license fee paid to the Videographer. UNDER NO CIRCUMSTANCES SHALL THE VIDEOGRAPHER BE LIABLE FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE(S), THE IMAGE(S) OR ANY ACTS OR OMISSIONS OF THE COMPANY. Client shall indemnify, defend and hold Videographer and Videographer's representatives harmless from any and all claims, liabilities, damages, and expenses of any nature whatsoever, including actual attorneys' fees, costs of investigation, and court costs arising from or relating to Client's direct or indirect use of the video(s) or in connection with the Videographer's reliance on any representations, instructions, information, or materials provided or approved by Client. If the Videographer is unable to perform the Services in this contract due to any cause outside its control, Client agrees to indemnify Videographer for any loss, damage or liability; however, the Videographer will return in full all payments made by Client to the Videographer in relation to the Services.

14.1 - Client agrees to indemnify and hold harmless Videographer for any liability, damage, or loss related to technological failure, including data loss.

14.2 - Client understands and agrees that Videographer is not required to maintain videos from this shoot 365 (three-hundred and sixty-five) days after the videos have been delivered to Client.

14.3 – Client agrees to hold Videographer and Videographer’s representatives harmless for any personal injury which may occur during the shoot.

14.4 – Videographer and Videographer’s representatives will strive to provide Services in a workmanlike manner.

15. COMPONENTS OF THIS AGREEMENT

The following documents are components of this agreement

- Estimate 1, invoice 1 for production and invoice 2 for post-production

16. SIGNATURES

Date: 4/28/23

Signed by both parties,



CARLY STONE
Videographer

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