

## VIDEO/MULTIMEDIA PRODUCTION CONTRACT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Producers") and <<CustCompany>> ("Customer").

### Terms and Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Producers hereby agree as follows:

#### 1. Description of the Project ("Specifications").

Producers agree to develop the Project according to the terms listed on Exhibit B attached hereto.

#### 2. Responsibility for Original Material.

Materials provided to Producers for use in fulfilling the Project ("the Materials") may include, but are not limited to: Pictures, Film, Slides, 8-mm and 16-mm Film, Videotapes, Audio, Artwork, Motion Graphics, 3D Animation, Digital Media or other source materials required for inclusion in the Project. Producers are not responsible for lost or damaged materials and any compensation due Customer shall extend only to the cost of replacing the Materials in their raw or stock format. Services provided to Customer under this Agreement may include the use of sub-contractors and third-party services. Customer agrees to indemnify and hold Producers harmless from any and all claims for any loss, damage or delay to the Materials or Project while in transit or in the possession of third-party services or sub-contractors and agrees that damages shall be limited to replacement or replacement cost of the raw original material and media provided to Producers.

#### 3. Delivery of Project.

Producers will use all reasonable efforts in the development of the Project and endeavor to complete and deliver to Customer the completed Project no later than <<DeliveryDate>> by an approved party, provided that payment and all requested materials and instructions have been received by Producers from Customer. Any delay in the completion of the Project due to actions or negligence of Customer, transportation delays, illness, or circumstances outside the control of Producers shall alter the delivery date. Producers will make reasonable effort to notify Customer of any delays to the estimated delivery date as soon as possible.

##### 3.1 Proofing.

Proofs will be presented for Customer approval at each stage of development. If revisions are required, a request must be made when proofs are returned to Producers. Reasonable edits based upon Customer's feedback will constitute acceptable delivery unless otherwise agreed upon in writing by both Producers and Customer. The total number of proofs provided to Customer shall number << Insert Number of Proofs Count >> unless otherwise determined in the Specifications. Proofs may be provided to Customer in formats that differ from the final output as outlined in the Specifications. Customer acknowledges that colors, printing, quality,