

VIDEO PRODUCTION . PHOTOGRAPHY . GRAPHIC DESIGN . SOUND

This MEDIA PRODUCTION AGREEMENT (this "Agreement") is made and entered into effective as of the _____ day of _____, 20__ (the "Effective Date"), by and between GASKELL ENTERPRISES INC. dba MG STUDIO, a Nevada corporation ("MG Studio"), and _____, a(n) _____ ("Client").

- 1. AGREEMENT:** MG Studio agrees to provide media production services, including, but not limited to, photography, video production, graphic design, sound and/or lighting services (the "Services") to Client as set forth below. MG Studio agrees to provide the Services to Client at the location(s) (the "Location") and on or by the date and time (the "Production Date") set forth below. Client agrees to pay to MG Studios \$_____ (the "Fees") for the Services, pursuant to the terms and conditions listed below. This Agreement shall be governed by the laws of Nevada.
- 2. COPYRIGHTS:** The media produced by MG Studio is protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the express written consent of MG Studio. All publicly displayed/printed media produced by MG Studio as part of the Services shall clearly display credit of such media to MG Studio.
- 3. PAYMENTS:** Payment of Fees. Client agrees to pay MG Studio fifty percent (50%) of the Fees set forth above at least thirty (30) days prior to the initial Production Date. An additional twenty-five percent (25%) of the Fees will be paid on the day of the Production Date. The remaining amount of the Fees (the "Final Invoice Amount") is due upon delivery of the final media and production to Client. If the Final Invoice Amount is not paid within thirty (30) days of the final Production Date, the amount due shall accrue interest charges at a rate of 1.5% per month (or such lower rate as may be the maximum allowable by law). MG Studio's acceptance of late or partial payments (even if marked "paid in full" or the like) does not waive MG Studio's rights to recover unpaid amounts. If, in order to collect payment due under this Agreement, MG Studio must take action beyond invoicing Client for the Services provided, Client agrees to pay, in addition to the outstanding balance of any invoice, all contractual and statutory interest, as well as the costs and expenses of collection, including, but not limited to, attorneys' fees and costs. Where Client has executed this Agreement so as to secure services for the benefit of a third party, and where an invoice for such services remains unpaid for more than forty (40) days after the invoice date, Client agrees that it shall be deemed to have automatically assigned to MG Studio all of its rights to receive payment from such third party for the Services rendered by MG Studio, and that MG Studio may, at its sole discretion, seek payment directly from the third party.
- 4. ADDITIONAL CHARGES:** Client is responsible for added production fees and expenses due to requests made by Client, which are not contained within the terms of this Agreement, including but not limited to digital adjustments, travel expenses due to change of location, event overtime, or additional video coverage or editing (post production).
- 5. THIRD PARTY RESTRICTIONS:** MG Studio is limited by the restrictions and/or guidelines imposed by any security official or management personnel (the "Officials") associated with the Location. Client agrees to accept the technical results imposed by the Officials on MG Studio. Negotiation with the Officials is Client's responsibility; MG Studio will offer technical recommendations only.
- 6. LIMIT OF LIABILITY:** In the unlikely event that MG Studio is unable to make it to the Location to perform the Services on the Production Date, MG Studio will attempt to secure a replacement media production company to provide the Services. In the event that MG Studio is unable to find a replacement media production company, MG Studio's liability is limited to the return of all payments received for the Services. In the unlikely event that any part of the media produced as part of the

VIDEO PRODUCTION . PHOTOGRAPHY . GRAPHIC DESIGN . SOUND

Services is lost, stolen or destroyed for any reason, MG Studio's liability is limited to the return of all payments received for the Services. MG Studio's liability for a partial loss of "originals" shall be a prorated amount of the Services selected, based on the percentage of the originals lost.

- 7. RESCHEDULING/CANCELLATION:** In the event that Client reschedules the Services or cancels this Agreement by any means and for any reason prior to MG Studio commencing to provide the Services, Client agrees that the Security Deposit will be owed to MG Studio as liquidated damages, unless MG Studio is able to schedule other media production services for the Production Date, in which event Client shall pay to MG Studio a processing fee of \$150.00. Client shall also be responsible for any labor or materials charges incurred by MG Studio up to the time of cancellation. In addition, invoices and quotes provided are acceptable up to 30 days from date of invoice.
- 8. COMPLETION SCHEDULE:** For the option to purchase a DVD, BETA or other media, production times must be explained upon agreement between both parties in writing.
COMPLETION DATE OF PROJECT: _____
- 9. ENTIRE AGREEMENT:** This Agreement contains the entire understanding between MG Studio and Client. This Agreement supersedes all prior and contemporaneous agreements, proposals and communications between the parties. This Agreement may be modified only by writings duly signed by authorized representatives of both parties. A party may waive any provision of this Agreement if done so in writing and signed by an authorized representative of said party. A party's waiver of any provision of this Agreement does not constitute a waiver of any other provision contained herein.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the Effective Date set forth above.

"MG STUDIO"

"CLIENT"

GASKELL ENTERPRISES INC. dba MG STUDIO
a Nevada Corporation

(a)n _____

By: _____

By: _____

Its: _____

Its: _____

