

PRODUCTION CONTRACT

This Production Contract (the “Contract”), dated _____, is made and entered into by and between:

Producer: _____ with a mailing address of _____ (“Producer”), and

Client: _____ with a mailing address of _____ (“Client”).

Producer and Client are referred to collectively as the “Parties” hereinafter.

WHEREAS Producer has full professional capability, authority, and capacity to provide production services as described in this Contract; and

WHEREAS Client desires to hire Producer to provide said production services, and Producer is willing to perform them under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Production Services.

(a) Producer agrees to provide the following production services for the Client:

Any services required under this Section I shall collectively be referred to as the “Services.”

(b) Producer shall perform all Services in the professional manner in accordance with the utmost industry standards and the terms of this Contract. Producer acknowledges that time is of the essence with respect to performance under this Contract and that prompt and timely performance of all Services is strictly required.

(c) Any work, output, or other such by-product of the Services (the “Deliverables”) shall be subject to any terms or conditions set forth under Exhibit A, including, but not limited to, any specifications with respect to the scope, due date, and description of any Deliverables required under this Contract. Client shall have sole discretion to accept or refuse Deliverables as sufficient for the intended use, provided that Client’s acceptance is not withheld unreasonably.

(d) It is further agreed that any desired changes to the scope of these Services must be approved with the prior written consent of both Parties.

(e) Any Services performed shall be in connection with the following production: _____ (the “Project”). Accordingly, Producer agrees to follow Client’s instructions, including those involving artistic taste and judgment, and any

additional requirements for Deliverables set forth in Exhibit A.

II. Term. The term ("Term") of this Contract will begin on _____, and conclude:

- ☐ - On a specific date: _____.
- ☐ - When terminated by either party.
- ☐ - After _____ weeks / months / year.
- ☐ - Other: _____.

Any extension of the Term requires the Parties' mutual written agreement.

III. Location. All production sessions shall take place ☐ remotely or ☐ in-person at the following location: _____.

IV. Compensation. Client agrees to pay Producer the following compensation for the Services performed under this Contract: (*check one*)

- ☐ - Hourly. Client shall compensate Producer at an hourly rate of \$ _____ for each hour in which Producer is performing the Services.
- ☐ - Fixed. Client shall compensate Producer a fixed fee of \$ _____ for timely completion of the Services.
- ☐ - Other: _____.

The Parties agree that compensation shall constitute a complete buy-out for all rights granted to Client and Producer's performance of all Services under this Contract. Client shall not pay any other fees or royalties to Producer or any other person for any use of the Deliverables, and Producer shall not have any claims against Client for any royalties, contingent compensation, or other revenue related to the Deliverables.

V. Payment. Client shall pay any compensation set forth under Section IV to Producer in the following manner: (*check one*)

- ☐ - At completion of the Services performed.
- ☐ - On a ☐ weekly ☐ monthly ☐ yearly basis and terminating upon the completion of the Services.
- ☐ - Other: _____.

VI. Expenses. Producer shall be: (*check one*)

☐ – Reimbursed for expenses performed under this Contract. Specifically, this shall be known to include: (*check one*)

- ☐ - All expenses and costs, including but not limited to supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

☐ - Only the following expenses that are attributable directly to the Services performed under this Contract: _____.

Client shall be required to pay Service Provider within thirty (30) days of any such expense after receiving an itemized expense statement from Service Provider. Upon request by Client, Service Provider shall furnish proof of any receipt or record of purchase for said expenses.

☐ – Responsible for all expenses and costs incurred related to providing the Services under this Contract. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

VII. Work-For-Hire. Client is and will be the sole and exclusive owner of all right, title, and interest in and to the results and proceeds of the Services hereunder, including, but not limited to, the Deliverables and any other materials created, developed, or otherwise produced by Producer pursuant to this Contract (collectively, the “Works”), including: (i) all copyright and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers); (ii) all exploitation rights therein (including the right to exploit the Works, in perpetuity, throughout the universe, in any and all formats and media and by any and all technologies and means of delivery whether now or hereafter known or devised); (iii) all allied, ancillary, and subsidiary rights therein; and (iv) all rental, lending, and similar rights therein, for which Producer expressly acknowledges and agrees that the compensation payable hereunder includes equitable compensation.

Furthermore, Producer agrees that the Works have been specially ordered or commissioned by Client for use as part of the Project and as otherwise provided in this Contract. All Works are works made for hire for Client as defined in Section 101 of the Copyright Act of 1976, and Client is and will be considered the sole and exclusive author of the Works for all purposes. To the extent the Works or any part thereof do not qualify as work made for hire, Producer hereby irrevocably assigns, transfers, and otherwise conveys to Client throughout the universe, in perpetuity, all right, title, and interest in and to such Works, including all copyrights and other intellectual property rights therein (including all extensions and renewals thereof, all reversion rights therein, and the right to register and sue to enforce such copyrights against alleged and actual infringers), all exploitation rights therein (including the right to exploit the Works, in perpetuity, throughout the universe, in any and all formats and media and by any and all technologies and means of delivery whether now or hereafter known or devised), all allied, ancillary, and subsidiary rights therein, and all rental, lending, and similar rights therein, for which Producer expressly acknowledges and agrees that the compensation payable hereunder includes equitable compensation.

VIII. Credit and Attribution. Any acknowledgment or credit of Producer in connection with the Project will be determined by Client in its sole discretion. If Client uses the Works or a substantial part of the Works in the final version of the Project exhibited to the public, and Producer is not in default hereof, Client may, but is not obligated, to provide Producer with

appropriate credit and attribution by crediting the Producer as such as in all relevant materials associated with the Project, including, but not limited to, promotional materials, packaging, end credits, marketing campaigns, press releases, and any form of distribution or broadcast.

IX. Use of Name, Likeness, and Information. Producer hereby grants to Client and its affiliates, and their respective successors, licensees, and assigns, the perpetual, worldwide right to use Producer's name and image, likeness, and biographical and professional information, including information Producer provides to Client and any other information about Producer that is publicly available, in connection with the Works, the Project, and any advertising and promotion of the Project or Works in any and all formats and media and by any and all technologies and means of delivery whether now or hereafter known or devised, without further consent from or any royalty, payment, or other compensation to Producer.

X. Confidentiality. Producer shall not make any public announcements or otherwise communicate with any third-party person or entity, including any news or social media, regarding this Contract or its subject matter, including the Works, the Services, or the Project, without Client's prior written consent, which Client may grant or withhold in its sole discretion, and the Parties shall cooperate as to the timing and contents of any such announcement. Notwithstanding the foregoing, Producer may disclose this Contract or the Works to Producer's consultants, accountants, agents, managers, and legal advisors who are bound by written, irrevocable confidentiality obligations and have a need to know about this Contract to assist Producer or act on Producer's behalf, to exercise Producer's rights or perform Producer's obligations under this Contract, and as required by law including pursuant to the terms of a court order.

XI. Warranties. Producer represents and warrants that:

- (a) Producer has the full right and ability to enter into this Contract, to perform all obligations hereunder, to grant the rights granted herein, and to participate in the Project to the full extent set forth herein;
- (b) Producer is not a party to, and will not enter into, any other agreement of any kind that would conflict with the Producer's obligations, duties, or rights under this Contract;
- (c) Services will be performed in a first-class professional manner;
- (d) Producer's participation in the Project, the provision of the Producer's Services hereunder, the creation and delivery of the Works, and the use by Client, or its successors, licensees, assignees, designees, or affiliates, of the Works and rights granted hereunder, do not, and will not defame or violate any right (including copyright, trademark, trade secret, privacy, or publicity rights) of, and do not and will not conflict with or violate any contract or agreement with or commitment made to, any person or entity; and
- (e) Producer will obtain and maintain all necessary licenses, permissions, and approvals required to perform the Services under this Contract.

XII. Producer's Default; Termination for Cause. If Producer fails to deliver each of the Deliverables to Client on or before any delivery dates provided in Exhibit A, or if Producer otherwise fails or refuses to perform or comply with any of the terms or conditions hereof other than by reason of incapacity, then, at Client's option, Client will have the right to terminate this

Contract, which termination will be effective upon Client providing written notice to Producer. Termination of this Contract for any reason will terminate Client's obligation to pay Producer any compensation hereunder; provided, however, in the event of termination by Client without cause pursuant to Section XIII of this Contract, Client shall pay Producer any portion of the compensation set forth under Section IV then due and payable for any Deliverables, Services, or Works delivered or otherwise completed up to the date of such termination.

XIII. Client's Option to Terminate; Termination Without Cause. Client may terminate this Contract without cause on _____ days' written notice to Producer.

XIV. No Obligation to Use. Client has no obligation to publish, produce, reproduce, or otherwise use the Works or any part thereof in connection with the Project or otherwise, to exercise any rights granted by this Contract, or to produce, release, or distribute the Project. Provided that Producer is not in default or breach of this Contract, and subject to all terms and conditions of this Contract, Client's decision not to use the Works in the Project or otherwise will not relieve Client of its obligation to pay the compensation set forth in Section IV of this Contract for Producer's actual performance hereunder in accordance with this Contract, subject to all of Client's rights under this Contract and at law or equity or both.

XV. Independent Contractor Status. Producer, pursuant to the Internal Revenue Code, is an independent contractor. Neither the Producer nor the Producer's employees, agents, personnel, or contractors shall be deemed, construed, or referred to as the Client's employees.

XVI. Non-Union. Producer acknowledges that Client is not a signatory to any guild, union, or other collective bargaining agreement and that this Contract and the Services are not subject to any such agreement.

XVII. Mediation and Arbitration. In the event a dispute arises out of or in connection with this Contract, the Parties agree to first attempt to resolve the dispute through good faith negotiations.

If the dispute is not resolved within 30 days then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unsuccessful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of New York. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the state.

XVIII. Indemnification. Producer shall indemnify, defend, and hold harmless Client and its affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any: (a) breach by Producer of any of Producer's representations, warranties, or other obligations hereunder; or (b) negligent, intentional, or reckless acts or omissions by Producer while providing Services hereunder.

XIX. No Partnership. This Contract does not create a partnership relationship between Client and Producer. Unless otherwise directed, the Producer shall have no authority to enter into

contracts on the Client's behalf or represent the Client in any manner.

XX. Governing Law. This Contract shall be governed by the laws of _____.

XXI. Severability. This Contract shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXII. Breach Waiver. Any waiver by Client of a breach of any section of this Contract by the Producer shall not operate or be construed as a waiver of any subsequent breach by the Producer.

XXIII. Additional Terms and Conditions. _____

XXIV. Entire Agreement. This Contract, along with any attachments or addendums, represents the entire agreement between the Parties. Therefore, this Contract supersedes any prior agreements, promises, conditions, or understandings between Client and Producer.

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have caused this Contract to be executed as of the date first above written.

Client Signature: _____ **Date** _____

Print Name _____

Producer's Signature: _____ **Date** _____

Print Name _____

Exhibit A

Components of Deliverable: _____

Deadline(s): _____

Format: _____

Delivery Method: _____