

SMASH ON U PRODUCTIONS LLC  
VIDEO/FILM AGREEMENT

On today's date \_\_\_\_\_, the video producer herein after doing business as SMASH ON U PRODUCTIONS LLC, has reached the following agreement terms with \_\_\_\_\_, doing business as: \_\_\_\_\_

for the listed video services:

Video Type:

Official Music Video  Viral Music Video  Promo Video  Commercial

Other: \_\_\_\_\_

1. The Client(s) will pay SMASH ON U PRODUCTIONS LLC a total fee of \_\_\_\_\_ for the production of the project. The first payment of \_\_\_\_\_ will be distributed at the time of signing this agreement, in which will book the shooting date and cost of additional materials required for the day of filming. The second installment of \_\_\_\_\_ will be distributed on the day of filming. The agreed Client(s) will have the opportunity to view and have a ONE TIME change of certain parts of the music video, if the Artist(s) is not satisfied with the finished services. ANY ADDITIONAL CHANGES will be charged an additional \$25 per hour for extra services. This rate includes the time of filming, plus the postproduction process. SMASH ON U PRODUCTIONS LLC will select all footage which is to be used and input into the music video. You may initially request which shots are to be prominent in the Final video, editing techniques and/or color requests.
2. The Client(s) should already have an idea of locations for filming. Once locations are picked, it is the client's responsibility to secure these locations (permits, rentals etc.). We can assist you and give you input with this process. Many public locations such as the local shopping mall, may require permits to openly shoot there. We will not be held responsible for any problems due to negligence of this process.
3. On the day of filming, we will schedule a start time, and a projected finish time. You are expected to be on time, as well as the people you have in your project. Any time outside of this (with the exception of unforeseen acts of God i.e: Rain) is susceptible to additional fees of \$25.00 per hour.
4. For Client(s) requiring travel outside of the Kansas City, Missouri area for filming, are subjected to cover the additional expenses for travel to the filming destinations. This may include, but is not limited to: Fuel for travel, Extended Transportation(Flight, Rental Car) and Lodging. Meals for the film crew will be at the expense of said members.
5. The Client(s) will allow SMASH ON U PRODUCTIONS LLC to electronically transfer from video to photograph any still frame taken from the video footage and/or set for use in advertising and promotion. This does however exclude nudity and suggestive material.
6. The Client(s) will allow SMASH ON U PRODUCTIONS LLC to use video footage in any of their advertising, video productions & promotions now known or later developed AFTER the release of the Client's project . This grant includes the right to edit, mix or duplicate and to use or re-use the video footage in whole or in part as SMASH ON U PRODUCTIONS LLC may elect, including the right to broadcast, exhibit, market, sell, and otherwise distribute video footage.

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7. The Client(s) agrees that all video footage & photographs remain the property of SMASH ON U PRODUCTIONS LLC, including copyright interests. The Artist(s) acknowledges the lack of any interest or ownership in video footage. However, Smash On U Productions LLC will allow The Artist(s), without notification to Smash On U Productions LLC, to sell, market or otherwise distribute this video footage, as The Artist(s) sees fit, after a period of 60 days from the date of this contract.

8. The Client(s) has the right to enter this agreement, and that he/she are not restricted by any commitments to third parties.

9. The Client(s) will not hold Smash On U Productions LLC liable for any damages due to publicity or notoriety which may arise from the use of said video footage & photographs in any advertising, production or promotion by either the client(s), third parties or Smash On U Productions LLC. The Client(s) will indemnify(secure) Smash On U Productions LLC from any & all claims arising out of or in any way connected to the above grated uses and representations.

10. Per our workload,Client(s) can expect a standard quality draft hosted on our company Youtube page in 10 to 15 business days. A final draft will be uploaded directly to the client's Vimeo or Youtube page with an optional DVD available for \$5 each. Your project can be expedited at an additional rate of \$50 per week(5 business days). This projected turnaround time stands, unless otherwise agreed upon beforehand.

11. The Client(s) agrees that they have read and fully understand all stipulations of this contract/release.

\*If payment selection is carried out via Paypal, then the Client is responsible for any additional costs accrued from using this method of transaction(etc. Paypal transaction fees)\*

Videographer Fee: \$ \_\_\_\_\_ Deposit paid: \$ \_\_\_\_\_

Videographer/Director Signature \_\_\_\_\_ Date \_\_\_\_\_

Artist(s)/ Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

Additional notes: