PRODUCTION CONTRACT

This Production Contract (this "Contract") is made on _____, 20____.

Producer: _____, mailing address _____.

Client: _____, mailing address _____.

1. THE PRODUCTION

Type (check one): [ ] commercial or brand video; [ ] corporate or event video; [ ] music video; [ ] film or documentary; [ ] photo shoot.

Project: _____ (the "Production").

Deliverables (item, format, length or count, due date): 1. _____; 2. _____; 3. _____ (the "Deliverables").

Client will approve the creative plan (brief, script, treatment or shot list) in writing by _____. Number of shoot days: _____. Dates and locations: _____.

Producer provides the crew and equipment the Production needs and supervises and pays the crew. Client provides Client's materials, approvals and access on time; late items move later due dates back.

2. REVISIONS AND APPROVALS

Client gives one set of written comments on each draft within _____ business days. If Client does not respond in time, the draft [ ] is [ ] is not treated as approved.

Producer's charges include _____ rounds of revisions for each Deliverable. Extra rounds and changes outside the approved creative plan are extra work at $_____ per hour, estimated in advance.

3. FEES, EXPENSES AND PAYMENT

Price (check one): [ ] a flat fee of $_____; [ ] a day rate of $_____ for each shoot and editing day of up to _____ hours, with overtime at $_____ per hour; [ ] actual production costs without markup plus a production fee of _____% of those costs, within an approved budget of $_____.

Expenses (check one): [ ] included in the price; [ ] reimbursed at cost, with Client's written approval needed for any single cost over $_____. Invoices are due within _____ days. Taxes are added where they apply.

Deposit of $_____ due at signing; $_____ due before the first shoot day; the final balance due _____. Producer may pause work and hold the final files while a payment is more than 10 days late.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

4. OWNERSHIP, RAW MATERIALS AND CREDIT

Ownership (check one): [ ] when paid in full, Producer assigns to Client all rights, including copyright, in the final Deliverables, keeping Producer's own tools and templates and licensing them for use in the Deliverables; [ ] Producer keeps ownership and, when paid in full, grants Client a non-exclusive license to use the final Deliverables for _____.

Raw footage, unedited images and project files (check one): [ ] stay with Producer; [ ] are delivered to Client at no added charge; [ ] are delivered to Client for $_____.

Portfolio use by Producer (check one): [ ] allowed; [ ] allowed after Client's public release; [ ] only with Client's written permission. Credit line: _____.

5. RELEASES, PERMITS AND LICENSING

Releases from the people who appear and from private locations, and any permits, are obtained by (check one): [ ] Producer; [ ] Client; [ ] Producer for the people Producer hires and for public locations, Client for Client's own people and premises.

Music, stock and other outside material (check one): [ ] licensed by Producer, included in the price; [ ] licensed by Producer after Client approves it, with Client paying the fees; [ ] supplied and cleared by Client; [ ] not used. Producer has Producer's crew assign or license their contributions to Producer.

6. CANCELLATION, WEATHER AND FORCE MAJEURE

If Client cancels in writing more than _____ days before the first shoot day, Client owes the deposit plus unrecoverable costs. Later, Client owes the deposit or _____% of the price, whichever is greater, plus unrecoverable costs. After shooting starts, Client pays for the work done and costs, and at least that amount. These amounts are a reasonable estimate of Producer's losses, not a penalty.

Client may postpone a shoot day once with _____ days' written notice, paying unrecoverable costs. Shoot days moved for weather go to the next workable date; weather day fee for a last-minute move: $_____.

If an event outside the parties' control stops the Production, they will try to reschedule; if they cannot within 60 days, either may end this Contract, with payment for work done and a refund of the rest.

7. WARRANTIES, INSURANCE AND LIABILITY

Producer's work, other than outside material and Client's materials, will be original and will not infringe others' rights. Client has the rights to the materials Client supplies. Each party indemnifies the other for a breach of that party's warranty and is responsible for harm caused by that party's own negligence.

Producer [ ] will [ ] will not carry general liability insurance of at least $_____ per occurrence. Except for indemnity and injury or property damage caused by negligence, liability is limited to the amounts payable under this Contract, to the extent the law allows. If media is lost through a cause outside Producer's control, Producer reshoots without charge for Producer's own services or refunds the part of Producer's charges for the lost work.

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8. GENERAL TERMS

Producer is an independent contractor. Each party keeps the other's non-public information confidential. The law of the State of _____ governs this Contract. This Contract is the entire agreement, can be changed only in a signed writing (schedule changes, estimates and expense approvals may be agreed by email), and may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Producer

Signature: _____ Date: _____

Printed Name: _____

Client

Signature: _____ Date: _____

Printed Name: _____

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