



# Video Production Proposal

**Created for:**



## Our Services and Pricing

As ABC Photography and Video company, we provide our clients first class video recording and production services.

In addition to your happy days such as engagement, wedding, save the date shoots, we offer a wide range of services, including product promotion videos, short films, advertising and marketing shoots.

Below, please find the appropriate Services according to your needs, create your package and let the film begin!

Package	Scope	Price	
Service 1			
Service 2			
Service 3			
Service 4			
Service 5			
Service 6			

**Total Amount (\$)**

**Tax** is not included in the price.

This Proposal is valid until \_\_\_\_\_.



# Terms and Conditions

## 1. Parties

This Video Production Proposal is specially prepared for \_\_\_\_\_ (the "**Client**" hereinafter) by ABC Photography and Video Company (the "**Company**" hereinafter).

If the Proposal is approved, it will be accepted as an agreement between the parties and terms and conditions set out below will be binding between the Client and the Company.

The Client and the Company shall be referred to individually as the "party" and together as the "parties".

## 2. Subject

The subject of this Agreement is the video shooting within the scope of the \_\_\_\_\_ event and the providing above-selected services to the Client, in the specified time below.

## 3. Term and Termination

This Agreement shall become effective at the date of Client's approval to the Proposal.

Filming to be carried out within the scope of this Agreement will start on \_\_\_\_\_ and will be completed within \_\_\_\_\_ days at the latest.

The Agreement shall expire with the whole and complete delivery of the services required to be provided under this Agreement, without prejudice to the termination reasons stated below.

## 4. Pricing and Payment

The total amount for the specified services above is \_\_\_\_\_. The \_\_\_\_\_% of this amount shall be paid at the date of the approval of the Proposal, as a down payment.

Balance amount shall be paid on \_\_\_\_\_, by \_\_\_\_\_.

If the Client defaults on payment, late charges of \_\_\_\_\_ shall be applied. In such a case the Company may suspend service provision or terminate the contract immediately, with a written notice.

## 5. Rights and Obligations of the Parties

- Company shall provide all necessary production services, including script writing, production, camera operators, lighting and audio technicians, motion graphics, and such other production staff as may be necessary.
- Company shall be responsible for obtaining all necessary licenses for any music to be used in videos produced. Unless agreed otherwise, the costs for such licenses shall not be included the total production budget set forth above.
- Under the agreement, the Company is required to hire all personnel necessary to produce the videos. The Company is responsible for obtaining signed releases from all performers to cover all uses of their performance in the videos.
- All of the visual material taken and made ready by the Company are received by the Client from the studio of the Company. The archiving period of the visual digital material taken by the Company is 3 months from the day of the photo/video shooting, and the Company cannot be held responsible for the photos that are not taken by the Client in this period.
- On the days of shooting, the Client shall be present at the shooting area with all the necessary equipment and staff. Otherwise, the Company cannot be held responsible for the delay of video production.

## 6. Confidentiality and IPRs

Under this Agreement, confidential information shall include all photographs/video, data, materials, products, technology, financial information, and other information about the parties disclosed or submitted, orally, in writing, or by any other media, to the other party.

Parties undertake not to disclose these confidential information to the third parties. Any violation of this confidentiality obligation is subject to prosecution under the applicable laws.

The parties need to decide how to distribute ownership of physical objects protected by copyright, such as sets, excess footage, copies of scripts and artwork, after this Agreement expires. Physical ownership of these objects is different from ownership of any copyright in them, and it is possible for copyright and title to the physical objects to be held by different people.

## 7. Prohibition of Assignment

This Agreement and the rights, duties and obligations hereunder may not be assigned or delegated by the party without the prior written consent of the other party. Any assignment of rights or delegation of duties or obligations hereunder made without such prior written consent shall be void and of no effect.

## 8. Notifications

Any notifications to be made by the parties within the scope of this Agreement shall be made to the addresses written in this Agreement. In the event that one of the parties does not notify the other party of the change of address, the notification made to the specified address in this Agreement shall be deemed valid.

## 9. Entire Agreement

This Agreement constitutes the entire understanding between the parties and there are no other agreements or understandings, written or oral, in effect between the parties relative to the subject matter hereof. This Agreement may only be modified or terminated with the mutual written consent of the parties.



## 10. Force Majeure

In no event shall the parties be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God. In such a case, the parties may terminate the contract immediately with written notice, without any compensation.

## 11. Governing Law and Dispute Resolution

This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_.

All or any disputes arising out or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion and good faith.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their respective authorized officers.

Company

As of the date of \_\_\_\_\_, this proposal is approved by the Client and the above terms and conditions have become binding.

Client



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