# CITY OF SOUTH BEND VENUES PARKS & ARTS

Best. Week. Ever. Videos

AGREEMENT ISSUED: 4.13. 2018

#### CONFIDENTIAL

This proposal and supporting materials contain confidential and proprietary business information of CHUCKFRY.COM. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with others.

Statement of Work

## **BEST. WEEK. EVER. Videos**

Chuck Fry will produce 3 high quality videos that will promote Best. Week. Ever 2018.

**PARADE** - The purpose of this video is two-fold. One is to highlight people in our community the second is to promote upcoming events during the Best. Week. Ever. It will debut Wednesday May 31, 2018

**LED GLOWING BALLS** - The purpose of this video is to hear the hopes and dreams people have for our city, while showcasing an awesome nighttime event. It will debut on June 18, 2018

**RECAP MONTAGE** - This video will be used online and on Instagram. It will be colorful and vibrant and will leave people wanting more. It will get people nostalgic, and super excited about BWE 2019. It will debut mid July 2018.

Project Deliverables to include:	Quantity
2-3 minute online videos	3
Estimated Project Total	\$10,000

#### Agreement Terms

- \$3,333.33 upon authorization
- \$3,333.33 upon shoot completion
- \$3,334.34 upon final delivery

### PROJECT

## **AUTHORIZATION**

#### **Client: City of South Bend Venues Parks & Arts**

Chuckfry.com (hereinafter referred to as Chuck Fry) is to provide creative, production and project management to develop and maintain the aforementioned project deliverables (hereinafter referred to as Project) as required by this Proposal and as agreed to by the above named Client (hereinafter referred to as Client).

#### **Assignment of Project**

Chuck Fry reserves the right, and Client hereby agrees, to assign subcontractors to this Project to ensure that the terms of this agreement are met and completed on time.

#### **Project Copyright**

Copyright to the finished footage and materials produced by Chuck Fry will be owned by Client, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics and work-up files are specifically not transferred to Client and remain the property of their respective owners. Chuck Fry and its subcontractors retain the right to display the finished video as an example of their work in their respective portfolios.

#### **Copyrights and Trademarks**

The Client unconditionally guarantees that any element of text, graphics, photos, designs, trademarks, music or other artwork furnished to Chuck Fry for inclusion in the Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and demand Chuck Fry and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

#### **Payments**

Payments must be made promptly based on the terms of this Project. If collection is necessary, the Client agrees to pay all fees (including attorney's fees and court costs) incurred. This agreement becomes effective only when singed by Chuck Fry. Regardless of the place of signing of this agreement, the Client agrees that for the purpose of venue, this agreement was entered into in South Bend, Indiana and any dispute will be litigated or arbitrated in South Bend, Indiana, and the Client hereby consents to the personal jurisdiction of the State Courts. Furthermore, the Client waives any right to or claim or sovereign immunity. All payments will be made in U.S. Dollars.

City of South Bend Venues Parks & Arts Representative Printed Name

Please Sign Here to Approve

Chuck Fry Signature

Date

Date