

Video Production Agreement *State of Indiana*

This Production Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of October 15th, 2018 by and between the following parties:

Alexandrea Rowell Productions ("Producer") sole proprietorship, organized under the laws of the state of Indiana, having its principal place of business at the following address:

120w Lasalle Ave. Suite 602
South Bend, IN. 46601

and

City of South Bend Venues Parks & Arts ("Client"), a corporation, incorporated under the laws of the state of Indiana, having its principal place of business at the following address:

321 Walter St. South Bend, IN. 46614

Producer and Client may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to engage Producer for the production of video, as defined further below;

WHEREAS, Producer has the skills, qualifications, and expertise required to provide the production services ("Production Services," as defined further below) to Client;

WHEREAS, Producer wishes to render such Production Services to Client;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

- A) "Production Services" shall be used to refer to the following specific services that the Producer will provide to the Client under the terms and conditions set forth herein:
- a. 3-5 minute chronological video to commemorate the 50 year history of the Charles Black Center and promote the new and improved programs now available to the community.
 - b. Services include: Directing, Research, Concept and Design, Lighting, Writing, Record Engineering, Mix Engineering, Soundtrack Production, Final Film Edits

The Production Services will specifically include the ability and responsibility of the Producer to deal with all requisite third parties, including, but not limited to, securing the rights to any intellectual property needed to complete production of the work.

The Production Services specifically include publicity and marketing for the Work.

- B) "Project" shall be used to refer to the particular project that the Parties will be working on together, specifically:

The production of a 3-5 minute video commemorating the 50th year anniversary of the Charles Black Center. In addition this video will market the modernized activities available to the community after renovations.

- C) "Work" shall be used to refer to the completed work product provided by Producer to Client at the completion of this Project.

- D) "Commencement Date" shall be used to refer to the date the Producer begins work on the Production Services for the Client. The Commence Date shall be September 30th, 2018.

- E) "Completion Date" shall be used to refer to the date that the Producer will complete or cease the provision of Production Services to the Client.

- F) "Key Dates" shall be used to refer to specific dates during the time period that the Production Services are being rendered that the Producer agrees to meet specific events or deadlines. The Key Dates will be as follows:

October 15, 2018 Concept, Talent Release, Location, and Still Images, Video Transfer.

October 25, 2018 First Edit

October 30, 2018 Final Cut

G) "Fees" shall be used to refer to the payment Client will pay to Service Provide for the rendering of the Production Services. Specifically, the fees shall be as follows:

\$2,500.00 (two thousand five hundred US dollars), as a fixed fee for Pre Production and Production Services rendered.

\$500.00 for Post Production Services

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Producer hereby agrees to render the Production Services to Client, beginning on the Commencement Date and ending on the Completion date, along with meeting the specified Key Dates, and Client agrees to pay Producer the Fees required for the Production Services.

Article 3 - FEES:

The Client agrees to pay the Service Provider the required Fees, as outlined elsewhere in this Agreement, for the provision of the Production Services, subject to the following terms and conditions:

A) Invoice Interval: The Producer will be entitled to invoice the client at the following scheduled deliveries: 10/15/2018 - \$2,500.00 (Pre-Production and Production Cost)

delivery: 10/30/2018 - \$ 500.00 (Post Production)

B) Invoice Period: The Client pay the Producer's invoice within 3 days of projects completion.

C) Method of Payment: Producer will accept the following forms of payment:
Check, PayPal

D) Penalties: If the Client does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Producer shall be entitled to:

E) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Producer shall be the sole and exclusive responsibility of each, respectively.

Article 4 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, the Producer acknowledges and agrees that all work done by Producer for Client, including the finished production Project, shall be considered "work-made-for-hire" and shall be the sole and exclusive intellectual property of the Client. Client shall maintain all rights to ownership, control, licensing, and exploitation of the completed Work.

Additionally, Producer may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawing, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Production Services to the Client. Unless the Parties otherwise agree, any such Created IP generated by the Producer in connection with the provision of Production Services to the Client shall belong to the Client.

Any intellectual property provided by the Client to the Producer to assist in the provision of Production Services, that was not created by Producer pursuant to this Agreement, shall belong to the Client.

Article 5 - BUDGET:

The total budget for the Project, exclusive of the compensation paid to Producer under the terms of this Agreement, is as follows: \$3,000 (Three Thousand US dollars). Producer is entitled to spend the budget as necessary for the Project, in a reasonable manner.

--	--	--	--

Pre- Production	Concept, Talent Release, Location, Still Images.	\$25.00	\$25.00
Camera Operator	6 hrs Camera A	\$400.00	\$400.00
Camera Operator	6 hrs Camera B	\$500.00	\$500.00
Lighting Designer	6 hrs Lighting Design	\$500.00	\$500.00
Gear Rental	Day rate Lighting and Camera	\$500.00	\$500.00
Sound Engineer	Sound Mixing	\$575.00	\$575.00

Post Production: Log, Capture, Rendering and Compression: Labor \$50.00 hourly@10 hours	\$500.00
Total	\$3,000

Article 6 - WARRANTIES:

The Producer represents and warrants that it will perform the Production Services using reasonable care and skill for a Producer in their field and that any end products or materials given by the Producer to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 7 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Producer.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 8 - INDEMNITY:

Client hereby agrees to indemnify Producer, and all of Producer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of any wrongdoing or unlawful acts by the Client, related to or arising out of the Parties' relationship as outlined in this Agreement.

Producer hereby agrees to indemnify Client, and all of Client's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of any wrongdoing or unlawful acts by the Producer related to or arising out of the Parties' relationship as outlined in this Agreement.

This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 9 - TIME FOR PERFORMANCE:

Time shall be of the essence for the performance by the Producer of its obligations under the Agreement. Any dates, periods or times for performance specified in the Agreement are to be met, and in default, the Producer will be in breach of the Agreement.

Article 10 - TERMINATION:

A) This Agreement may be terminated by either party, upon e.

B) This Agreement may be terminated by the Producer if the Client fails to pay any requisite Fees within () days after the date . The Producer may terminate the Agreement immediately, with no notice period, in writing.

C) This Agreement may be terminated by the Client if the Producer fails to meet deadlines or fails render adequate Production Services (in the Client's sole and exclusive discretion). Client may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated due to a Force Majeure event, due to a conflict of interest, or due to Client's failure to timely pay invoices when due, the Client hereby agrees to pay for all Production Services rendered up to the effective date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 11 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Indiana and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Indiana. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) PUBLIC ANNOUNCEMENT: either Party will make any public announcement about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

H) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

I) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

J) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

L) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Producer: Alexandra Rowell Productions

xansproductions@gmail.com

Client:

*Jonathan Jones, Director of Recreation
City of South Bend Venues Parks & Arts
321 E Walter St
South Bend, IN 46614*

jcjones@southbendin.gov

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: Alexandra Rowell Productions

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Date: _____

Name: **City of South Bend Indiana
Board of Park Commissioners**

Mark Neal, President

Consuella Hopkins, Vice President

Aimee Buccellato, Member

Dan Farrell, Member

ATTEST: _____

Eva Ennis, Clerk