VENUES PARKS & ARTS // Best.Week.Ever. 2019

Online Videos

AGREEMENT ISSUED: 5.7.2019

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, except as required by law (including, without limitation, any applicable public access laws).

Statement of Work

Website Videos

Chuck Fry will produce 2 videos for Venues Parks & Arts.

The first video will be a fun, high energy Hype/ Recap video of BWE 2019. The other will be a sweet, informational, docu-style 3-4 minute piece about Rum Village or Boomer. Still TBD.

| Project Deliverables to include: | Quantity |
|----------------------------------|----------|
| :60 Hype/ recap video | 1 |
| 3-4 minute storytelling video | 1 |
| Project Total Not to Exceed | \$7,500 |

Agreement Terms – Chuck Fry will invoice the Client for each payment.

Client will have 35 days from the date of invoice to make payment.

\$2,500.00 upon authorization

\$2,500.00 upon shoot completion

\$2,500.00 upon final delivery

PROJECT

AUTHORIZATION

Client: 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 opayments will be made in U.S. Dollars. | or claim or sovereign immunity. Al | l |
|---|------------------------------------|---|
| VPA Representative Printed Name | | |
| Please Sign Here to Approve | Date | |
| CHUKPPY | 5/15/19 | |
| Chuck Fry Signature | Date | |