



Tuesday, November 19, 2019

Eric Wen Productions Videography Contract

Name Anthony Vasquez
E-mail avasquez@djud.net
Phone Number (530) 757-5400
Contract for Single or Multiple Projects?

Information for Single Contracted Project

Name of Project Contracted Davis Senior High School Photobooth

Description of Project Services Requested

Photobooth Services at Davis Senior High School
7pm - 11pm January 11th, 2020
Backdrop not provided
Edited Photos Delivered on Online Photo gallery within 4 business days

Agreed Upon Price for Contracted Film 450

Please indicate all pertinent information about Schedule, Location, Time, and Date

Photobooth Services at Davis Senior High School
7pm - 11pm January 11th, 2020
Backdrop not provided
Edited Photos Delivered on Online Photo gallery within 4 business days

Production Agreement

Contracted Amount Agreement:

Eric Wen Productions, upon signature below, agrees to the contracted amounts for each respective project. Eric Wen Productions understands that each project is contracted on a per gig basis, not hourly. All work required to complete job as described by client, within reason, is included in agreed upon price.

Eric Wen Productions, may not raise prices on agreed upon contracted projects, regardless of changing equipment or post-production assets or expertise. However, additional projects proposed outside of this contract are subject to new price quoting or differing video packages to match appropriately the demands of the services requested and the value of the services offered.

Any other non-contracted additional services requested on day of event, including delivery of raw footage, additional work hours or photos, are subject to additional fees.

Performance of Services/Courtesy:

With signature below, Eric Wen Productions agrees to provide to the best of its ability, high quality professional digital video and video editing.

The videography schedule and selected methodology are designed to accomplish the goals and wishes of the client. The client and Eric Wen Productions agree that positive cooperation, professionalism, and punctuality are therefore essential. This includes arrival time on production days, delivery of final video, and communication before and after production regarding any questions or concerns that may present themselves.

Independent Contractor:

It is understood that Eric Wen Productions' status under this Agreement is that of an independent contractor and that all persons engaged by Eric Wen Productions in performing its obligations shall not be deemed employees of client.

Exclusivity Agreement:

The client understands that by signing below, they agree to hire exclusively Eric Wen Productions for the videography for these agreed upon projects.

Payment:

By signing below, the client, Anthony Vasquez agrees to pay, in full, the agreed upon sum for the videography services delivered. Before the day of shooting, Eric Wen Productions will require 30% of the fully agreed upon sum (450) to reserve the shooting day. Upon completion of project, Eric Wen Productions will provide the final video content for review, through email. Upon satisfaction with the video delivered, the client, Anthony Vasquez agrees to pay the remaining 70% of the agreed upon sum (450) for the final video. The final payment is expected in full, by check or Paypal, within 7 days of final video delivery. Client understands that any additional requests to Eric Wen Productions to create a compilation or other material from the footage are subject to appropriate additional fees. Client also understands that late payments beyond 14 days from final video delivery date are subject to additional fees of +\$150 and an additional \$50/additional late day beyond 2 weeks.

Music Licensing:

Eric Wen Productions agrees to include in provided videos, only music appropriately paid for and licensed. Any requests to use uncopyrighted music for paid project will be advised against by Eric Wen Productions. If client insists on using improperly licensed or uncopyrighted music in final video, the responsibility falls on the client, not Eric Wen Productions, to resolve or pay for any claims, lawsuits or damages resulting from improper use of music content.

Cancellation/Postponement:

A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by client or a total cancellation of the project. If Eric Wen Productions blocks out a specific period of time with the agreement that it represents a firm commitment from the client, then the Eric Wen Productions makes no further efforts to sell the time. If the job is canceled or postponed after contract agreement, it is unlikely that this time can be re-booked. It should be understood that this time represents a notable portion of Eric Wen Production's source of income. Eric Wen Productions may provide alternative dates to shoot, but dates for re-booking are not guaranteed.

As such, in the extreme case of needing to break contract, the responsibility falls on the client to pay Eric Wen Productions, 60% the agreed upon amount for that respective project, despite no services being delivered.

However, if the cancellation is initiated by Eric Wen Productions, all money paid thus far, including any deposits, will be FULLY refunded to client within seven days of cancellation. Eric Wen Production's will not assume liability for any amount over the contracted agreement. Cancellation on Eric Wen Productions' end will only occur in the case of extreme emergency, such as a car crash, life-threatening illness, natural disaster, death of an immediate family member, car failure, or equipment failure.

Marketing Rights:

~~By signing below, the client, Anthony Vasquez agrees to give Eric Wen Productions rights to use footage collected and commercial videos produced for its own portfolio, marketing or promotional interests. This includes distribution on social media (Facebook, Instagram, website, etc.) . If the client is uncomfortable with his/her likeness being distributed online for Eric Wen Production's portfolio and/or promotional content, it is crucial that they inform Eric Wen Productions before signing below. Additionally, if the shoot requested involves filming minors (under the age of 18), the responsibility falls on Anthony Vasquez, not Eric Wen Productions to get permission & appropriate consent from any concerned parents/guardians beforehand.~~

~~The client understands that Eric Wen Productions is highly disincentivized to accept projects if permission is not given to use footage for promotional purposes because marketing content is extremely crucial for its referral based success.~~

Archived Footage:

It is not the responsibility of Eric Wen Productions to archive raw footage indefinitely after final video product is delivered.

That being said, unless explicitly requested otherwise, Eric Wen Productions will try to the best of its abilities to archive footage from events or projects for at least 6 months after date of event. After one year, data archiving is not guaranteed in any way.

Should the client be highly interested or incentivized to preserve footage indefinitely - (ex) for highly personal non-repeatable events such as a wedding or proposal) - it is highly encouraged for clients to download/archive raw footage themselves on their own preferred means of data backup. The

responsibility does not fall, in any way, on Eric Wen Productions for any lost or deleted footage after delivery of final video.

Client Signature

By signing below, I, Anthony Vasquez assert that I have read and agreed in full to the details of the Production Agreement above. Anthony Vasquez agrees that all inputted names and signatures are legally binding indications of agreement to the clauses of this contract.

DATE OF AGREEMENT

CLIENT SIGNATURE

Eric Wen Productions' Signature

By signing below, we at Eric Wen Productions agree to deliver Anthony Vasquez our highest quality

work and professionalism to realize his/her vision/production goals in video form. We assert that we have checked the contracted prices provided by Anthony Vasquez and agree to deliver the aforementioned services and products at the aforementioned price(s). I certify that all signatures on this document are legally binding indications of agreement to the clauses of this contract.

DATE OF AGREEMENT 11/19/2019

CLIENT SIGNATURE

ERIC WEN

Eric Wen

