



Edited 02/18/20

VIDEO PRODUCTION SERVICES AGREEMENT

This Video Production Services Agreement ("Agreement"), dated as of the 4th day of May 2020 ("Effective Date"), by and between **XSIGHT Productions, Inc.** a California limited liability company ("XSIGHT") and Davis Senior High ("Client").

WHEREAS, CLIENT desires to engage the services of XSIGHT as an independent contractor to perform certain professional services (hereinafter collectively referred to as the "Services" or "Work"); and

WHEREAS, XSIGHT desires to be engaged as an independent contractor by CLIENT on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and intending to be legally bound, CLIENT and XSIGHT agree as follows:

1. Services. Pursuant to the terms hereof, CLIENT hereby agrees to retain XSIGHT as an independent contractor, and XSIGHT agrees to be retained, on a non-exclusive basis, to provide CLIENT with certain video production services to be performed, from time to time, by XSIGHT, as further detailed in Exhibit A attached hereto and incorporated herein. XSIGHT agree to use its best effort, attention, knowledge and skill in carrying out the Services.

2. Independent Contractor. It is understood and agreed that XSIGHT's relationship with CLIENT is that of an independent contractor and it shall not be construed as an employee, agent or partner of CLIENT for any purpose whatsoever.

Consideration paid by CLIENT to XSIGHT in the form of service fees, or other remuneration provided under this Agreement, shall be paid without deduction for withholding taxes of any type. XSIGHT acknowledges and agrees that it shall be solely and exclusively XSIGHT's responsibility to report to the appropriate governmental agencies and other authorities all compensation received by XSIGHT and to report and pay all taxes or impositions thereof.

3. Confidential Information. All information obtained by CLIENT from XSIGHT or learned by CLIENT from XSIGHT in connection with this contract (including all pricing information) or relating in any way to XSIGHT's business shall be received in confidence and remain the property of XSIGHT and shall be used and disclosed by CLIENT only to the extent necessary for the performance of this Agreement. The confidentiality obligations under this section shall not apply to the extent any information (1) becomes generally available after disclosure to CLIENT without breach of this Agreement; (2) was available to CLIENT on a non-restricted, non-confidential basis prior to disclosure to CLIENT by XSIGHT; or (3) becomes available to CLIENT on a non-restricted, non-confidential basis from a source that is not prohibited from transmitting the information to CLIENT by any contractual, legal, or fiduciary obligation.

4. **Compensation.** From and after the date hereof, and for the term of this Agreement, XSIGHT shall receive a fee for the Services, as provided in Exhibit A attached hereto and incorporated herein. Invoices received for Services shall be payable within seven (7) days upon receipt of invoice. Any direct reasonable and necessary expenses of XSIGHT (as noted in Exhibit A), in connection with the rendering of Services hereunder, individually, or in the aggregate, in excess of \$500 shall first be approved by CLIENT in writing.

5. **Term.** The term of this Agreement shall be from the date of this Agreement first written above and shall continue until final delivery of the Services.

6. **Cancellations.**

- a. Unanticipated Cancellation: If XSIGHT arrives to agreed upon filming location to find CLIENT or CLIENT arranged talent not present, they will wait for a maximum of one hour. If CLIENT has not arrived by then, XSIGHT will leave and the full fee for said scheduled filming must be paid.
- b. Anticipated Cancellation: XSIGHT must be provided with at least forty eight (48) hours notice in the event of any cancellation or need to reschedule. If cancellation or rescheduling is done less than forty eight (48) hours prior to the scheduled filming date, CLIENT shall be liable for and shall pay the full fee for said scheduled filming time. Unless agreed upon by XSIGHT in writing there will be only One filming cancellation per project without a reschedule fee.
- c. Initial Payments: Any and all Initial Payments required, as outlined in the attached Exhibit A are non-refundable.
- d. Cancellations by XSIGHT: In the unlikely event of cancellation by XSIGHT, CLIENT shall be refunded for any pre-paid amounts for hours that XSIGHT are unable to complete.

7. **Assignability of Agreement.** This Agreement is personal in nature to XSIGHT and its rights and obligations may not and shall not be assigned, subcontracted, delegated or otherwise transferred by XSIGHT or by operation of law or otherwise. The rights and duties of CLIENT hereunder shall be assignable without the consent of XSIGHT.

8. **Integration and Severability.** The Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreement, understanding, commitments and practices between the parties. No amendment or waiver of the provisions of this Agreement may be made except by a written instrument signed by both parties. The invalidity and unenforceability of any particular provision hereof shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

9. **Headings.** The paragraph headings used in this Agreement are for convenience of reference only and shall not be otherwise considered in the interpretation hereof.

10. Controlling Law/Disputes. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the laws of the state of California, without regard to the conflict of laws principles. The parties consent and hereby submit to the exclusive jurisdiction of the state and federal courts of California, for the determination of any and all issues between the parties related to this Agreement.

11. Insurance. XSIGHT shall, at its own cost and expense, during the Term of this Agreement, purchase and maintain General Comprehensive Liability insurance, written by an insurer, which is licensed to conduct business in the United States. Such insurance shall provide coverage for bodily injury and property damage to third parties with a limit of not less than One Million Dollars (\$1,000,000) per occurrence.

12. Indemnification.

- a. CLIENT represents and warrants that it owns or has license to all right title and interest in the images, copyrights, trademarks, logos, music selection requested for video, or other materials (collectively the “IP”) it is providing to XSIGHT, for the manufacture of the Work. CLIENT further represents and warrants that the IP is non-confidential and non-proprietary, and that the IP does not and will not infringe the intellectual property or other rights of any third party, including, without limitation, any third party patents, copyrights, or trademarks, or any right of publicity or privacy.
- b. CLIENT shall hold harmless, defend and indemnify XSIGHT its subsidiaries, affiliated entities and their respective officers, directors, stockholders, employees and agents and its customers from and against any and all loss, liability, cost and expense, including but not limited to attorney’s fees and costs of investigation, arising from or in connection with all suits which may be brought on account of any United States or foreign patents, trade secret, proprietary information, designs, copyrights, trademarks, trade dress, mask works or any other intellectual property rights alleged to have been infringed by the IP provided by CLIENT. XSIGHT shall notify CLIENT of any such matters within a reasonable time frame. If CLIENT fails to assume the defense, XSIGHT shall defend this matter and any and all costs and expenses, including but not limited to attorneys’ fees and costs of investigation, shall be the responsibility of CLIENT.

13. LIMIT OF LIABILITY. IN NO EVENT WILL XSIGHT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO IT FROM CLIENT OUTLINED IN **EXHIBIT A**.

14. Non-Hire. During the term of this Agreement and for one (1) year thereafter, neither party shall hire or otherwise engage, or directly or indirectly solicit for employment, or hire for any Independent Contractor work following employment termination/resignation, or to leave employment, an employee of the other party, without prior written consent of such other

party.

15. Miscellaneous.

- a.** CLIENT hereby grants to XSIGHT and any XSIGHT parent company the perpetual, irrevocable, royalty free, worldwide license to use the Work in its marketing, and advertising in house and in the public. XSIGHT shall be under no obligation to obtain consent from CLIENT.
- b.** Upon the occurrence of any, storm, fire, explosions, Acts of God, war, embargo, governmental boycott or governmental action or any other event beyond XSIGHT's reasonable control, XSIGHT shall upon notice to CLIENT defer or postpone any further Services pursuant to this Agreement and, in such an event, no invoice shall be payable until cessation of such contingency and acceptance by CLIENT of such Services covered thereby.
- c.** Production days are based on a 10 hour day starting from crew arrival and including 30 minutes for clean up after production wraps. Additional time over 10 hours are billed at an additional 20% above the agreed upon day rates.
- d.** This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors, heirs, permitted assigns, officers, employees, agents and attorneys of any party hereto.
- e.** This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

16. Filming Permits. CLIENT is responsible for securing any necessary location filming permits and shall submit a copy to XSIGHT prior to any on location shooting dates unless agreed upon otherwise.

[Signature page to follow]



IN WITNESS WHEREOF, CLIENT and [XSIGHT Representative] have executed this Agreement on the date first above written.

Davis Senior High

Name: _____

Signature: _____

Title: _____

Date: _____

XSIGHT Productions, Inc.

Name: Scott Rodier

Signature: *Scott Rodier*
Scott Rodier (May 4, 2020)

Title: President/CEO

Date: May 4, 2020



EXHIBIT A
SERVICES & FEES

VIDEO PRODUCTION PROCESS

The Work as defined in this Exhibit A shall be performed in a manner substantially similar to the following process:

1. The CLIENT will provide a written script, initial concept, or shot list to XSIGHT of necessary shots to be captured, in a format standard to the production industry, prior to the start of production. If CLIENT fails to provide said list of shots, then XSIGHT, in its sole discretion shall determine the necessary shots for the Work, and any deviations therefrom shall be contemplated via a change order.
2. Following script approval and the agreed upon Total Investment, XSIGHT shall exercise sole discretion in the hiring and firing of cast, crew and other production staff. XSIGHT shall endeavor to provide the highest possible standards of production for the Total Investment (as defined herein).
3. XSIGHT shall submit production schedule and creative elements to the CLIENT for approval. Once said production schedule is approved in writing, any deviation or delay from there caused by the CLIENT must be agreed to in writing by both parties via XSIGHT's standard change order process, and Client shall be liable for any additional costs or fees associated with such change.
4. XSIGHT will produce the final preview version in the agreed upon post-production schedule. Client is responsible to respond to any of XSIGHT'S production requests in order to adhere to the agreed upon post production timeline. XSIGHT is not responsible for any missed completion deadlines should CLIENT fail to respond or furnish any materials needed for final preview.
5. CLIENT will have one included revision after the initial preview of the project. Revisions are limited to 3 hours of video editing time, any additional revision requests over the included 3 hour video editing revision timeframe will be billed at the then current editing rate.
6. XSIGHT will deliver the final product to the CLIENT in the format agreed upon below once all fees have been collected for the project.



EXHIBIT A (Continued)
DESCRIPTION OF THE WORK (SERVICES):

The main goal of this project is to produce a Graduation commencement video that will include One (1) half day on location filming with a two (2) person crew and an additional camera to capture pre selected speeches and name presentation of the graduating seniors. The virtual graduation will be hosted on XSIGHT's Website and streamed live on June 12th 2020 via a third party online streaming service that XSIGHT will facilitate the setup and be available for any technical issues that may arise.

CLIENT has developed the initial concept (treatment) of the video and XSIGHT will be working to refine this concept and capture this on video. Additionally, the finished video will have the following objectives/inclusions:

- Pre-Production Coordination
- Concept Refinement
- On location half day of filming including a (2) person crew to film speeches
- Question formulation for senior's video submissions
- Creation of landing page for Seniors to upload video content for final edit
- Full edit of the entire project that will include Podium speeches, original content from seniors, and photographs of graduating seniors, band performance that will be provided by CLIENT.
- Hosted Webpage for Virtual Event on XSIGHT Site
- Streaming services and support for Live broadcast
 - Enable live streaming of the video in its entirety for all viewers Supports up to 2500 seperate computers/devices viewing stream for up to 4 hours Includes customized landing page to host the video Technical support, troubleshooting support included. If needs exceed these specifics additional charges may be added upon approval.

Please refer to attached approved project Invoice (Invoice #914) for a more inclusive breakdown of services included.



EXHIBIT A (Continued)
FEES & EXPENSES:

Total Investment: \$11,100 (excluding tax).

Payable in Two (2) installments due as follows:

1. Initial Payment*: \$6,660 (60% of Total Investment is due within 5 business days from contract signing unless otherwise agreed upon in writing).
2. Final Payment: \$4,440 (40% of the Total Investment due upon final approval prior to delivery estimated date of 06-05-2020).

If the project consists of half day fee agreement terms and the production time frame increases to anything over the allotted 4 hour timeline, the client will be billed at the daily production rates.

Additional Expenses: The first 30 miles of travel are included from XSIGHT's Sacramento studio. CLIENT shall be billed \$1/per mile/per vehicle for any additional miles outside this 30 mile radius. Per Diem is \$75/day/per crew member if overnight lodging is needed of crew members (Lodging and additional travel fees are billed separately).

XSIGHT can be paid by cash, check, direct bank transfer. In the unlikely event that a check is returned to us unpaid, a \$25 fee will be assessed, and we will require that you use a bank certified check, cash, or charge for the remainder of the services. If you need to pay by credit card, there is a 3% convenience fee that will be added to the balance.

*In the event that CLIENT chooses to cancel this Agreement, the initial payment will not be refunded.

XSIGHT Productions, Inc.

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Sacramento, CA 95814
(916) 444-9100
scott@xsightusa.com
<http://www.xsightusa.com>

INVOICE

BILL TO

Jeff Lorensen
Davis Senior High

INVOICE # 914**DATE** 05/04/2020**DUE DATE** 05/04/2020**TERMS** Due on receipt**EVENT TIME**

7pm 06-12-2020

EVENT LOCATION

N/A

JOB NAME

2020 Senior Graduation

ACTIVITY	QTY	RATE	AMOUNT
Pre-Production Pre-Production Landing Page create portal/landing page for senior video message submissions (up to 300 videos) Devising up to three questions for seniors to answer in their videos	1	500.00	500.00
Pre-Production Pre-Production Senior video messages Screen all video submissions organize all submissions Devise pre-and or post ceremony "parties" featuring messages	1	500.00	500.00
Cinematographer On Site Cinematographer Performing all camera setups and filming (1) HD production camera included (1) Standard lens package included (1) Standard filter package included (1) Tripod included Billed @ \$750/half day rate	1	750.00	750.00
Audio Engineer On Location Audio Technician (1) Audio Technician (1) Wireless lavalier (1) Dedicated audio field recorder Billed @ \$600/half day Rate	1	600.00	600.00
Additional Camera Additional Camera Setup (capturing additional angle)	1	250.00	250.00
Editing Video Editing Services Post production editing Compiling the video footage to match the initial concept (1) Digital HD download file up to (3) hours of included revisions Billed at \$105/hr	60	105.00	6,300.00

ACTIVITY	QTY	RATE	AMOUNT
Landing Page	1	250.00	250.00
Customized Landing Page			
Setup of customized landing page to welcome viewers			
Provides easy access to all media for all viewers			
Live Streaming	1	1,950.00	1,950.00
Enable live streaming of the video in its entirety for all viewers			
Supports up to 2500 seperate computers/devices viewing stream for up to 4 hours			
Includes customized landing page to host the video			
Technical support, troubleshooting support included			
BALANCE DUE			\$11,100.00