

**CONTRACT NAME: AGREEMENT BETWEEN ERIC WEN PRODUCTIONS  
VIDEOGRAPHY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is to provide photography services for the Spring Dance on March 15, 2019 in the North Gym at Davis Senior High School.

**FISCAL IMPACT:** The cost of this is included in the approved Davis Senior High School ASB budget.



Sunday, February 17, 2019

## Eric Wen Productions Videography Contract

**Name** Anthony Vasquez Davis Senior High School

**E-mail** avasquez@djusd.net

**Phone Number** (530) 757-5400

**Contract for Single or Multiple Projects?** ☒ Single

### 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

8pm - 11pm March 15th

Backdrop not provided

Edited Photos Delivered ~~on Online Photo gallery within 3 business days~~

**Agreed Upon Price for Contracted Film** 400

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

Photobooth Services at Davis Senior High School

8pm - 11pm March 15th

Backdrop not provided

Edited Photos Delivered ~~on Online Photo gallery within 3 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 photos and photo editing.

The photography 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 photography for these agreed upon projects.

## Payment:

By signing below, the client agrees to pay, in full, the agreed upon sum of \$400 for the photography services delivered. Within 3 business days of day of photography, Eric Wen Productions will provide a link to an online photo gallery with the photo content requested. Upon satisfaction with the photos delivered, the client agrees to pay the agreed upon sum for the photo services. Payment is expected in full, by cash or check, within 7 business days of final photo 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.

## 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.

As such, in the extreme case of needing to break contract, the responsibility falls on the client to pay Eric Wen Productions, 65% 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.

#### **Archived Footage:**

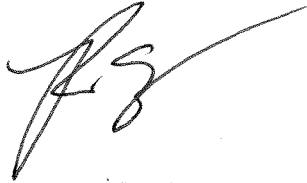
It is not the responsibility of Eric Wen Productions to archive raw and edited photo content indefinitely after final product is delivered.

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) - it is highly encouraged for clients to download/archive photo assets 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 photos.

**Client Signature***Bruce Colby*

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

*Bruce Colby***DATE OF AGREEMENT****CLIENT SIGNATURE**

**Bruce E. Colby**  
Chief Business Officer

**Eric Wen Productions' Signature**

By signing below, we at Eric Wen Productions agree to deliver Anthony Vasquez Davis Senior High School 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 Davis Senior High School 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****2/16/2019****CLIENT SIGNATURE***ERIC Wen*