

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

**BRIEF DESCRIPTION OF CONTRACT:** This videography contract for services at the Davis Senior High School Winter Ball on December 1, 2018.

**FISCAL IMPACT:** Davis High School ASB funds pay the \$400 cost for this agreement.

## Eric Wen Productions Videography Contract

Name \*

Anthony  
First Name

Vasquez or DSHS?  
Last Name

E-mail \*

avasquez@djUSD.net / bcolby@djUSD.net

Phone Number

(530) 757-5400

ex) (123) 456-7891

Contract for Single or Multiple Projects?

single, \$400.00 12/1/18

### Production Agreement

Please Read Carefully

#### 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 agrees to pay, in full, the agreed upon sum for the videography services delivered. Upon completion of project, Eric Wen Productions will provide a watermarked proof for the final purchase of video content. Upon satisfaction with the video delivered, the client agrees to pay the agreed upon sum for the final video. Payment is expected in full, by Venmo, cash or check, 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.

**Photography:**

By signing below, the client understands that he/she is hiring Eric Wen Productions for its videography, not photography services offered. If a handful of photos are requested beforehand and taken for a project/event, quality photos will be delivered to the best of Eric Wen Production's ability. However, the client must understand that photography requests fall outside of Eric Wen Productions' area of expertise and as such, photo coverage will not be comprehensive in any way or reliably match the quality of a professional photographer.

### **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.

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.

### **Marketing Rights:**

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

### Date of Agreement

mm-dd-yyyy

Date

11-30-10

### Client Signature



Director of Fiscal Services  
DSUSD

Upon submission, your contract and inputted responses will be forward to Eric Wen Productions for review. Upon approval, Eric Wen Productions will provide its signature asserting its agreement to the statements above and to provide the aforementioned services. Expect a forwarded email with the complete contract,

including both parties signatures within two business days. Thank you for your cooperation and patience.

**Submit**