

This **Video Production Agreement** is made on this date September 22, 2013 between Joseph Smooke (“Producer”) and

Name of Contact Person: Jo Ellen Kaiser

Name of Organization: Foundation for National Progress (The Media Consortium)

Address: 222 Sutter St. ste 600, San Francisco CA 94108

E-Mail and Phone Number: joellen.tmc@gmail.com

(hereinafter referred to as “Client”).

The purpose of this Video Production Agreement (“Agreement”) is to record the terms agreed for a video production assignment (“Assignment”) between Producer and Client.

Assignment Description:

Client will pay \$2,500 (two thousand five hundred dollars) as a lump sum Fee to Producer upon receipt of the following:

1-- Finished and approved video about the challenges for women to acquire the Plan B contraceptive drug that is supposed to be accessible “over the counter.”

Detailed Scope of Work:

- 1-- Phone meetings with The Media Consortium and Ms Magazine to plan video concept and instruct interns about what and how to capture effective footage.
- 2-- Receive and review footage shot by interns on Sept 20, 2013
- 3-- Provide comments on Sept 20 footage and guidance for Sept 23 shooting by interns.
- 4-- Phone meeting with Ms Magazine interns to provide training and guidance to interns.
- 5-- Receive and review footage shot by interns on Sept 23, 2013
- 6-- Refine and review video concept with The Media Consortium.
- 7-- Produce a very rough conceptual cut of the video for review by The Media Consortium.
- 8-- Receive comments, and produce a rough cut for review by The Media Consortium.
- 9-- Receive comments, and produce a nearly final cut for review by The Media Consortium.
- 10-- Deliver the final cut for distribution to The Media Consortium.

Completion Date:

We expect to be done by this project by Thursday Sept 26 depending on how long it takes to get footage from Ms Magazine and comments back on draft cuts from The Media Consortium.

Delivered Media:

Completed video at a resolution compatible with the footage received by interns and able to be published to the web. We will transfer our full resolution final video via WeTransfer.

Expenses:

We don't expect there to be any reimbursable expenses in addition to our production fee.

Assignment Description:

Both parties (Producer and Client) have read the front of this Agreement and agree to its

terms.

Photographer's Initials _____

Client's Initials JGK

This Agreement is subject to the following Terms and Conditions

1. Retainer and Payment

~~A non-refundable Retainer of half of the Agreement price shall be paid to Producer by Client to perform the services described herein at least thirty (30) calendar days before the completion date. The Retainer shall only be refunded as specified in Paragraphs 2 and 3.~~

Client shall pay Producer the balance due by the reduction of the retainer from the total cost within forty five (45) days after Producer delivers final video to Client. If Client fails to pay the balance in full within forty five (45) days, Client shall be in default and shall pay 2% interest each day the balance remains unpaid until the balance and any accumulated interest are paid in full.

2. Cancellation

~~If Client cancels this Agreement thirty (30) or more calendar days before the scheduled Assignment date, there will be no penalty and Producer will promptly refund the retainer fee in full. If Client cancels this Agreement less than thirty (30) days prior to the scheduled Assignment date, Producer will keep the entire retainer.~~

3. Force Majeure

Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control. Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of Force Majeure—such notice to contain details of the circumstances giving rise to it. In such event of Force Majeure the Producer will refund Client's Retainer in full.

Causes deemed to be beyond control shall include:

- 1—Death or serious injury or illness of close family member
- 2—Injury to or illness of Producer
- 3—Acts of God (including fire, flood, earthquake, storm, or other natural disasters)

4. Producer's Obligations

Producer agrees to devote full time, attention and abilities for the duration of the Assignment. Producer will provide all their own equipment necessary for accomplishing the scope of work expected by Client and detailed in the Assignment Description.

5. Client's Obligations

Client is obtaining media from Producer for use by its organization including for promotion and fundraising by the organization for its charitable purpose. This work may not be used by Client for profit. When Client uses video produced by Producer under this Agreement, Client shall credit Producer as "Video Produced by [people. power. media]."

6. Copyright

Client shall own the copyright to the media ~~in any medium~~ produced from this Agreement under creative commons which also allows Producer to use the video produced under this Agreement for its own use and promotion. ~~and shall have exclusive rights to all media unless specified herein. Producer assigns copyrights to Client as long as Client uses media to further its charitable purpose. Producer reserves the right to reproduce the media for Producer's portfolio, marketing, samples, entry into contests, and editorial use.~~

7. Inherent Qualities

Producer assumes no liability for instability in digital media

8. Governing Law

This Agreement shall be construed in accordance with the laws of the State of California.

9. Addresses

All notices, demands, payments and statements shall be sent to Producer at the following address: 366 10th Avenue, San Francisco, CA 94118.

All notices, demands and statements shall be sent to Client at the address on Page 1 of this Agreement.

10. Modifications in Writing

This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified, amended, or changed except by a written Agreement signed by both parties hereto.

In Witness Whereof, the parties have signed this Agreement as of the date set forth above.

11. Payment

Please make checks payable to Joseph Smooke. If mailing the check, please use the address in Paragraph 9.

Producer

Joseph Smooke and Dyan Ruiz

[people. power. media]

415-831-9177 (mobile)

Jo Ellen Green Kaiser

Client