

"AGREEMENT CONTRACT"

Production Company: Adept Production

Name of Event:

VIDEOGRAPHER/PHOTOGRAPHER:

Name: Jaime Orona

Email: jaimeorona_13@yahoo.com

Phone: (661) 370-5757

TERMS OF AGREEMENT

This Work for Hire ("AGREEMENT") is entered into as of _____, by and between JAIME ORONA ("VIDEOGRAPHER & PHOTOGRAPHER"), and _____ ("CLIENT"). Client and Videographer may also hereinafter be referred to as "Party" or the "Parties", as applicable for the ("VIDEO & PHOTOS"). WHEREAS, Adept Production confirms it has the know-how and professional expertise to film the ("Video") and to photograph the ("Photos"); and WHEREAS, Client agrees to pay for the services to be performed by Adept Production; and WHEREAS, the parties desire to enter into a business relationship to be governed by the terms and conditions set forth herein; NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

PAYMENT TERMS:

TOTAL COST: \$	Per Event
START DATE	START TIME:
END DATE:	END TIME:

SUBJECT OF THE AGREEMENT

Client has provided Jaime Orona with instructions for video/s and photos to be filmed/photographed by Adept Productions. The Parties have agreed that Jaime Orona & Adept Productions will film the Video and Photos. The "Video" and "Photos" includes deliverables (See List). This is a material condition for the Client to enter into this Agreement.

LISTING OF DELIVERABLES + LENGTH

- Staying at event from the time scheduled to to
OR when a reasonable number of pictures and video has been
shot to satisfy the needs to complete project.
- "Social Media" video/s highlighting the event from to
(Ranging from 1:00 - 2:00 minutes)
- Photos highlighting the event from to
- A longer video of the event that includes speeches and more
highlights of event (Max duration ranging between 5:00 -
10:00 minutes)
- (UPON REQUEST) All raw photos and videos that were taken
from day of event.

SCHEDULE AND SERVICES TO BE PROVIDED BY ADEPT PRODUCTIONS

Adept Productions will begin shooting the Videos and Photos on ; and deliver its footage of the Videos and Photos within 10 Business Days. Client is entitled to all raw footage and photos for their event obtained by Adept Productions. Any delay in shooting days or cancellation days will delay Final Delivery. If Client request any changes to final product, additional 5 business days will be added to final delivery date.

FEES AND PAYMENT TERMS

The estimate is based on the instructions provided by Client to Adept Productions. The estimate includes, but is not limited to, expenses for the following items: all post-production costs, equipment, transportation, location, as well as usage as defined in Article below.

- In accepting the estimate, and in consideration of Adept Production's services in connection with the Video and Photos, Client is hereby agreeing to pay Jaime Orona (Deposit, Half Cost of Event) upon receipt of the respective invoice(s) and according to the terms therein. The remaining payment of is due at beginning of event on .
- If Client cancels scheduled hired services from Adept Productions within 20 business days or less to scheduled event, Client shall pay Adept Productions full amount owed. Deposit is Non-Refundable.
- If at any time, Client makes any changes or variations from the script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress, and such changes

result in additional costs to Adept Productions, Adept Productions will notify the Client of the amount before any such additional costs are incurred and Adept Productions shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by Client shall be binding and incorporated into the terms of this Agreement. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

INTELLECTUAL PROPERTY RIGHTS

- Client shall own the final Video/Photos and all footage/photos that Adept Productions films and photographs once payment is received in full, and Adept Productions has 30 business days to prepare the files to be handed over to client. Client shall ensure all proper likeness rights are obtained from anyone in the Video and Photos. Adept Productions retains the right to use the Video/Photos for promotional purposes. Except as otherwise provided herein, Client owns all rights, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein. Client grants Adept Productions an exclusive, worldwide, sub-licensable, transferable, royalty free license to all media clips produced during the course of the contracted work as it relates to Adept Production promotional use.

INDEPENDENT CONTRACTOR

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

CONTINUING OBLIGATIONS OF CLIENT

- All provisions of this Agreement relating to the protection of Adept Productions Confidential Information, Non-Solicitation and Non-Competition, Limitation of Liability, Indemnification, and Dispute resolution, shall survive expiration or termination of this Agreement for any reason.

ARBITRATION

- Any dispute arising out of or relating to this Agreement, or any breach thereof, shall be resolved by binding arbitration in Delano, CA in accordance with the Arbitration Rules of the American Arbitration Association then in effect, and judgment on the award rendered by the

arbitrator(s) may be entered in any court of competent jurisdiction. All costs and expenses, including attorney's fees, relating to the resolution of any such dispute shall be borne by the party incurring such costs and expenses. Notwithstanding their promise to arbitrate all disputes, the Parties acknowledge that either of them may seek emergency or temporary injunctive relief, but absolutely no other relief, in any court of competent jurisdiction. All other disputes, claims and remedies shall be settled by arbitration.

INDEMNITY

CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD ADEPT PRODUCTION, AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, LIABILITIES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES), WHETHER IN TORT, CONTRACT, OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OF CLIENT'S WORK, WHETHER CAUSED BY VIDEOGRAPHER'S ALLEGED OR ACTUAL NEGLIGENCE OR OTHERWISE.

LIMITATION OF LIABILITY

- In no event shall Adept Production be liable to client for any indirect, incidental, consequential or punitive damages, or for loss of profits, revenue or data, whether in an action in contract, tort, strict liability, or otherwise, even if Client advises Adept Production of the possibility of those damages. Adept Productions liability on any claim for any loss or damage arising out of or in connection with or resulting from this shall in no case exceed the value of the services provided by Client under this Agreement, as defined above. Adept Production shall not be liable for any penalties of any kind. Any action against Adept Production for any alleged breach under this Agreement must be filed within one (1) year after such action accrues and all rights of Client to initiate any action arising from this Agreement will terminate one (1) year after accrual.

CLIENT'S REMEDY

- Client's remedy, if any, for any breach of this Agreement shall be solely in damages and Client shall look solely to Adept Productions for recovery of such damages. Client waives and relinquishes any right Client may otherwise have to obtain injunctive or equitable relief. Client shall have no remedy for any loss, which may incur by reason of work performed by Client.

INTERPRETATION

- Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.

BINDING EFFECT

- Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Client shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Adept Productions prior written consent which may be withheld as Adept Productions determines in its sole discretion. Any such purported assignment shall be void.

NO WAIVER

- Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

ENFORCEABILITY

- If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

SERVABILITY

- If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably affect the intent of the parties.

ENTIRE AGREEMENT

- This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

AGENCY

- Client is not Adept Productions agent or representative and has no authority to bind or commit Adept Production to any agreements or other obligations.

AMENDMENT AND WAIVERS

- Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

TIME

- Adept Production agrees that time is of the essence in this Agreement.

PROFESSIONAL RESPONSIBILITY

- Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of your services in accordance with your independent and professional judgment. You shall perform your services substantially in accordance with generally accepted practices and principles of your trade.

SIGNATURES ARE ON THE NEXT PAGE

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE ADEPT PRODUCTIONS CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICES. CLIENT HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS.

SIGNATURES OF AGREEMENT

Agreed to and Accepted by:

Date:

By:

[CLIENTS SIGNATURE]

Print Name:

Telephone:

E-mail:

Agreed to and Accepted by: Jaime Orona - Adept Productions

Date:

By:

[SIGNATURE]

Print Name: JAIME ORONA