



☎ 061 401 2952
✉ shuhari.agency@gmail.com

To : Applicant

Welcome to Shuhari Agency

This agreement is made and entered into as of the date signed below between *Shuhari Agency* (hereinafter referred to as “the Agency”) and the Video Editor (hereinafter referred to as “the Contractor” or “Editor”).

1. Scope of Services

The Contractor agrees to provide video editing services as requested by the Agency for various projects. These services include, but are not limited to:

- Editing raw footage into a completed product as per client/Agency specifications.
- Implementing feedback and revisions from the Agency and clients.
- Ensuring all deliverables are of high quality and submitted within the agreed timeframe.

2. Independent Contractor

The Contractor acknowledges that they are acting as an independent contractor and not as an employee of the Agency. The Contractor is solely responsible for their own taxes, insurance, and any other obligations arising from this agreement. The Agency will not withhold taxes or make any contributions on behalf of the Contractor.

3. Payment and Commission Structure

- The Contractor will receive 100% of the amount they charge for their video editing services.
- The Agency will collect an additional 20% fee on top of the Contractor's rates as compensation for securing projects and managing client relations.

4. Software Requirements

The Contractor agrees to use their own video editing software to complete all projects. It is the Contractor's responsibility to ensure their software is up to date and capable of delivering professional-quality results. The Agency will not provide or reimburse for any software-related expenses.

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5. Timely Delivery

The Contractor agrees to complete all projects within the timeframe agreed upon by the Agency and client.

- If the Contractor is unable to meet the deadline, they must notify the Agency immediately. Consistent failure to meet deadlines may result in the termination of this contract.
- All delays that result in project reassignment may impact future work opportunities with the Agency.

6. Equipment and Liability

The Contractor acknowledges that they are solely responsible for their own equipment (including but not limited to computers, software, and any other tools used for video editing).

- The Agency will not be held liable for any damage, malfunction, or loss of equipment belonging to the contractor.
- In the event of damage, loss, or theft of any equipment during a project, the Contractor assumes full responsibility.

7. Confidentiality & Ownership of Work

The Contractor agrees that any footage, project materials, or confidential information provided by the Agency or clients will be used strictly for the purposes of completing the assigned project.

- All footage and project materials remain the property of the Agency.
- Any work created during the contract becomes the property of the Agency and/or the client, and the Contractor relinquishes all rights to the footage or final edits unless otherwise agreed upon.

8. Quality Assurance

The Contractor's work will be subject to regular quality assessments by the Agency to ensure it meets the high standards expected by both the Agency and its clients.

- Feedback from clients will play a key role in determining future work opportunities.
- Consistently poor quality of work may lead to the termination of this contract.

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9. Non-Exclusive Relationship

This agreement does not create an exclusive working relationship between the Contractor and the Agency. The Contractor is free to pursue work outside of Shuhari Agency, but any projects secured through the Agency must adhere to the terms outlined in this contract.

10. Limitation of Liability

The Agency will not be liable for any indirect, incidental, or consequential damages arising out of or related to this agreement. This includes, but is not limited to, any injury, mishap, or damages occurring on set or during a project.

- The Contractor agrees to indemnify and hold the Agency harmless from any claims, losses, or damages arising from their actions, equipment, or failure to perform as expected.

11. Termination

This contract may be terminated by either party at any time with written notice. If the contract is terminated before the completion of a project, the Contractor will be compensated for any completed work up to the termination date, and all materials must be returned to the Agency.

12. Governing Law

This agreement will be governed by the laws of the Republic of South Africa, and any disputes arising from this contract will be settled under these laws.

Talent

Full Name + Surname: Kesavan Govender

Date: 17/10/24

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Thanks and best wishes,

Odwa Nonyati

Shuhari Agency Team

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Shuhari Agency