

1. **OWNERSHIP:** Except as otherwise provided herein, Producer owns all rights, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well as in and to all the exposed negatives, positives, out-takes and clips. Producer grants Client a one-year nonexclusive, non-transferable license to use media(s) as specified in the project summary and Addendum A Production Specifications Form.
2. **SECURITY/CONFIDENTIALITY:** Producer understands that some information for said media(s) may be of a confidential and/or sensitive nature. Producer agrees, at Client's written request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Producer to produce media(s) in the usual and customary manner under this Agreement.
3. **INDEPENDENT CONTRACTOR:** It is understood that Producer's status under this Agreement is that of an independent contractor and that all persons engaged by Producer in performing its obligations shall not be deemed employees of Client.
 - a. **DELIVERY OF MATERIALS** Delivery of the Specified Media(s) shall mean delivery of the referenced media(s) by. You can mail it to use on a USB stick(if you do this include recipe so we can credit you additional funds for postage and price of USB Stick.)
 - b. You can upload it to YouTube in private or public and email us a link.
 - c. You can upload it to a file share site and email us a link or any other sharing platform.
4. **PAYMENT:** Client understands that the specified terms of payment under this Agreement are based upon timely credit within 7 business days
5. **INDEMNIFICATION:** Client agrees to indemnify, defend, and hold harmless Producer and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation in this Agreement. Client shall indemnify Producer against all claims and expenses arising from uses for which the client does not have rights to or authority to use. The client will be responsible for payment of any special licensing or royalty fees resulting from the unauthorized use of graphics, music, video, film, photography, design, animation, and branded content.
6. **PUBLICITY GUIDELINES** Until notified in writing by Client, Production Company and Director each have a revocable license to use finished media(s) for promotional purposes.
7. **DISPUTE RESOLUTION:** The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.
8. **ENTIRE AGREEMENT AND MODIFICATION** This Agreement and any Addenda attached hereto shall constitute the entire agreement between Producer and Client. Any amendment hereto must be in writing and signed by each party.
9. **CAPTIONS:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement or of any provision hereof.
10. **NO WAIVER:** Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.
11. **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.
12. **EQUAL OPPORTUNITY:** In connection with its performance hereunder, Producer agrees not to discriminate against any employee or applicant because of race, religion, sexual orientation, color, sex, national origin, age, disability, or any other factor protected by federal, state or local law.
13. **APPLICABLE LAW:** This Agreement shall be interpreted and governed by the local laws of the jurisdiction where the Production Company office authorizing this