

# PRODUCER AGREEMENT

123 Maple Street Anytown, PA 17101 - info@example.com - www.example.com - (123) 1234567

## I. Parties

This Producer Agreement (shall be referred as the "**Agreement**" hereinafter) has been signed by and between the parties below, on \_\_\_\_\_;

**The "Producer"**

**The "Client"**

## II. Subject and Term of the Agreement

This Agreement determines general terms which regulate the responsibilities and rights-obligations of the parties in the process of production of video content for television, cinema, social media, corporate promotions, internal business use, adverts or other media-related fields by the Producer in line with the Client's demands. Video production subject to this Agreement relates not just to the actual filming but all the preparation before filming and all the editing afterwards.

This Agreement becomes effective upon the date of the last signature below ("**Effective Date**") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first.

### III. The Project

The works to be performed under this contract (the "**Project**") are detailed below in phases;

Phase	Estimated Completion Date	Scope
Phase 1		
Phase 2		
Phase 3		
Phase 4		
Phase 5		
Phase 6		

### IV. Pricing and Payment

Within the scope of this Agreement, the total amount of the Project is \_\_\_\_\_. This amount covers only those listed above. Any addition to the Project will be charged separately.

\_\_\_\_\_ shall be paid as down payment after the signing of this Agreement. The Producer does not start the Project before this amount is paid. The remaining amount is paid in \_\_\_\_\_ equal installments at the latest on the tenth day of each month. Payments shall be made via \_\_\_\_\_.

In case of an issue that requires extra cost, the Producer will be responsible for her own expenses unless receives written approval from the Client.

## V. Independent Contractors

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

## VI. Confidentiality

Each party shall keep confidential any information relating to the other party's business ("**Confidential Information**"), except as otherwise permitted hereunder or as expressly agreed in writing by the protected party. Confidential Information shall include;

(a) any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information about product plans, marketing strategies, finances, operations, customer relationships, customer profiles, customer lists, sales estimates, business plans, portfolio holdings and transaction information and internal performance results relating to the past, present or future business activities of a such party and its subsidiaries and affiliated companies;

(b) any scientific or technical information, design, process, procedure, formula or improvement that is commercially valuable and secret in the sense that its confidentiality affords such party a competitive advantage over its competitors;

(c) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how and trade secrets, whether or not patentable or copyrightable.

## VII. Intellectual Property Rights

The Producer will be the holder of the copyright of any unique materials on this project since he/she created it, including the right to make copies and the right to control public performances of the work. Permission is needed if this Project will be used outside of this agreement.

## VIII. Termination of the Agreement

If the Client fails to pay any amount when due under the terms of this Agreement, the Producer shall terminate this Agreement after giving five (5) days' written prior notice to the Client and a reasonable opportunity for cure (not to exceed thirty (30) Days).

Other than failure to pay, if either Party (the "**Breaching Party**")

(a) sells or transfers all or substantially all of its assets;

(b) enters into any voluntary or involuntary bankruptcy proceeding or receivership; or

(c) makes a general assignment for the benefit of its creditors, then the other Party (the "**Non-Breaching Party**") shall have the right, without prejudice to any other right or remedy and after giving five (5) Days' written prior notice to the Breaching Party.

## IX. Assignment

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

## X. Notifications

All notices under this Agreement shall be sent to a party at the respective address indicated above, Article 1 of this Agreement.

The parties are obliged to notify the other party of the address changes in writing. If the address change is not notified to the other party, notifications made to the address written in Article 1 are considered valid and have legal consequences.

## **XI. Amendment**

No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representatives of the parties.

Changes can be made from time to time within the scope of the Project. Change requests are notified to the other party in writing and are subject to the written approval of the other party.

## **XII. Governing Law and Dispute Resolution**

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the State of \_\_\_\_\_.

In disputes arising from this Agreement, peaceful dispute resolution methods will be used primarily. The competent court in the proceedings is the courts of \_\_\_\_\_.

Producer

Client

\_\_\_\_\_

\_\_\_\_\_



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