

ZGN PRODUCTIONS

Event Video and Photography Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") dated _____ (the "Effective Date") is made between _____ (the "Client"), and **ZGN Productions/Chris Hanna** (the "Freelancer"), for the purpose of setting forth the exclusive terms and conditions by which Client desires to acquire Freelancer's services. In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Services. Client retains Freelancer, and Freelancer agrees to perform for Client, certain services set forth in Exhibit A to this Agreement (the "Services").

2. Consideration / Compensation:

(a) In exchange for the full, prompt, and satisfactory delivery and performance of all Services to be rendered to Client (as determined by the Client), the Client shall provide Freelancer, as full and complete compensation, the sum of \$_____ to be paid (in part) on the day of production. A deposit of \$_____ **will be due on the Production Date.** The remainder of \$_____ will be due on the Production Date. **The Production Date is _____ - exact timeframe will be determined at a later date.** Time changes will be allowed upon recorded agreement (email, SMS text, phone call or written letter) of both parties up to 24hrs before the Production Date.

(b) _____ **Package: ____ 20x24 Print-Out, Highlight Video of ____ mins in length, Event Photography**

- 1)** ____ **20x24 print-out** will be created and delivered up to 24hrs before the Production Date.
- 2)** **Highlight Video** includes video production (4K quality multi-camera video), video editing & color correction, graphics & music outsourcing. Filming production includes a film crew of up to 2 for a full day shoot. Final product will be delivered digitally. **Raw footage will be included, delivered by USB.**
- 3)** **Event Photography** includes a photography crew of 1 and full photography services during the event and full editing services. Photo delivery will be transferred digitally through PassGallery and will be **approximately ____ photos in total.**

Up to 2 revisions are allowed with all services; the Freelancer is not obligated to perform any duties after 2 revisions to the product have been made and delivered. All revision requests must be made within 30 days of receiving the first version of the product. If more revisions are requested, an additional fee of \$100.00 per additional revision will be charged. Only if the Freelancer does not produce the works listed in the agreement will a full refund will be due to the Client. **DISCLAIMER:** some raw video clips may not have audio, as footage is occasionally shot in slow motion.

(c) Freelancer and other employees hired by the freelancer are entitled to food and beverage during the period of filming, should the event be longer than 3 hours. Freelancer is not entitled to receive any other compensation or any benefits from Client. Except as otherwise required by law. Client shall not withhold any sums or payments made to Freelancer for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely Freelancer's responsibility. Freelancer further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

(d) Freelancers will not be responsible for taking photos for other guests with their own equipment or Freelancer equipment. It is the responsibility of the Client to ensure that photos of all requested attendees are taken, by relaying the information to the Freelancer.

(e) The Freelancer and anyone hired by the Freelancer will be contracted for a total of 12hrs on the Production Date. Should the Freelancer and anyone hired by the Freelancer be required to stay longer than the agreed

upon time frame, an additional \$100.00 per hour, per employee of the Freelancer, will be added to the balance.

(f) The Client will deliver a call sheet with times and locations at least 24 hours before the Production Date. If a call sheet has not been delivered, the Freelancer is not responsible for failing to complete the duties of this contract and may cancel without a refund. If there are modifications to time, schedule, location or any such detail that deviates from the time schedule that occur during the day, the Freelancer is not responsible for any missed coverage and will not be liable if the number of photos or the length of video does not match that of the Agreement.

EXHIBIT A

INDEPENDENT CONSULTANT AGREEMENT SCOPE OF SERVICES

DELIVERABLES: Client hereby retains Freelancer, and Freelancer hereby agrees to create and release for Client, including, but not limited to the following: **___ 20x24 print-out, full finished edited highlight video, ___ edited event photos.** All delivered media (both photography and video) must be downloaded within 1 month of delivery - Freelancer is not responsible for any lost delivered media after aforementioned length of time, and is not obligated to retain any deliverables listed under the "INDEPENDENT CONSULTANT AGREEMENT SCOPE OF SERVICES" in Exhibit A after 1 month of delivery. Deliverables may take up to 30 business days to be delivered.

3. Indemnification / Release:

(a) Freelancer agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless Client, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Freelancer or any Freelancer Employee in the performance or failure to fulfill any Services or obligations under this Agreement.

4. Termination:

This Agreement shall be effective on the date hereof and shall continue unless terminated by both parties upon 14 business days written notice. If the agreement is terminated and it is deemed appropriate by both parties, a refund may be requested.

5. Independent Contractor:

(a) Client and Freelancer expressly agree and understand that Freelancer is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Freelancer acknowledges that Freelancer and Freelancer's Employees are not eligible for any Client benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Freelancer is not the agent of Client and is not authorized and shall not have the power or authority to bind Client or incur any liability or obligation, or act on behalf of Client. At no time shall Freelancer represent that it is an agent of the Client, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Client.

(b) Freelancer is solely responsible for directing and controlling the performance of the Services, including the manner in which the Services are performed. Freelancer shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

6. Employment and Subcontracting

- A.** The Freelancer reserves the right to hire and fire employees for the duties listed in this agreement. The Freelancer may utilize any freelancer or employee under ZGN Productions, to complete the tasks listed in this agreement. Changes to employee staff may occur without notice.

7. General:

(a) This Agreement does not create an obligation on Client to continue to retain Freelancer beyond the termination of this Agreement. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) Freelancer hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

(c) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

(d) All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement.

FREELANCER NAME:

CLIENT NAME:

SIGNATURE:

SIGNATURE:

DATE: _____

DATE: _____