

VIDEO PRODUCTION CONTRACT

1. 1. Parties and Production

This Video Production Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [PRODUCTION COMPANY NAME], a [ENTITY TYPE] located at [PRODUCER ADDRESS] (the "Producer"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). The Producer will produce the following project: [PROJECT TITLE AND DESCRIPTION] (the "Production"). The Producer is an independent contractor, controls the creative and technical execution of the Production subject to the approvals in this Agreement, supplies its own crew and equipment, and is responsible for its own taxes and insurance. The Client will designate [CLIENT APPROVER NAME] as the single point of approval for the treatment, the shoot, and the edit.

2. 2. Scope, Shoot Days, and Crew

The Production includes [NUMBER] production day(s) of up to [SHOOT DAY LENGTH, e.g., 10 hours] each, on [SHOOT DATES], at [LOCATIONS]. The crew provided is [CREW LIST, e.g., director, camera operator, second camera operator, sound recordist, and gaffer], with equipment including [EQUIPMENT SUMMARY, e.g., two cinema cameras, lighting package, lavalier and boom audio, gimbal, and drone where permitted]. Pre-production includes [PRE-PRODUCTION SCOPE, e.g., a creative treatment, shot list, one scouting visit, and a call sheet]. Overtime beyond the day length is billed at [OVERTIME RATE] per hour per crew member and requires approval on set from the Client. Additional shoot days, crew, equipment, travel days, or locations are quoted separately. Drone operations are subject to airspace authorization and are included only where local rules and conditions permit.

3. 3. Deliverables and Edit Revisions

The Producer will deliver: [DELIVERABLES, e.g., one primary edit of approximately three minutes, two cutdowns of 30 and 15 seconds, one vertical version, and captions or a subtitle file], in [DELIVERY FORMATS AND RESOLUTION, e.g., H.264 MP4 at 4K and 1080p], by [DELIVERY DATE] or within [TURNAROUND, e.g., 20 business days] of the final shoot day. The fee includes [NUMBER] round(s) of revisions on the primary edit, where a round means one consolidated set of timecoded written notes from the Client. Cutdowns are derived from the approved primary edit; changing the primary edit after approval, requesting a re-edit from a different creative direction, or asking for additional versions is billed at [REVISION RATE]. Color grading and audio mixing are included at the level described here: [POST SPECIFICATION]. Requests for additional aspect ratios, languages, or platform-specific versions after delivery are billed at [ADDITIONAL VERSION RATE].

4. 4. Client Responsibilities on Set

The Client will secure the locations, permissions, permits, and site access required for the shoot, will ensure that participants arrive at the call times on the call sheet, and will provide any product, wardrobe, set dressing, or brand assets required. The Client will identify in advance any area, equipment, or information that must not be filmed, and any person who has not consented to appear. Where the shoot takes place at a venue controlled by a third party, the Client is responsible for venue rules, insurance requirements, and any fee the venue charges for filming. Delay on the shoot day caused by the Client, its participants, or its venue counts against the contracted day length and may result in overtime charges or reduced coverage rather than an extension of the schedule.

5. 5. Fees, Deposit, and Payment

The total production fee is [PRODUCTION FEE], payable as a non-refundable booking deposit of [DEPOSIT AMOUNT OR PERCENTAGE] due on signing, [MILESTONE PAYMENT] due on the first shoot day, and the

balance due before final files are released. The deposit reserves the shoot dates and the crew and is credited against the total fee; dates are not held until it clears. Invoices are due within [PAYMENT TERM, e.g., 14 days] and past-due amounts accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by law, whichever is less. The Producer may withhold final deliverables and release only watermarked review copies while any invoice is more than [SUSPENSION TRIGGER, e.g., 14 days] overdue. All fees exclude applicable sales tax.

6. 6. Third-Party Costs and Production Expenses

The fee excludes third-party costs unless expressly listed, including location and studio rental, permits, specialty equipment rental, additional crew, professional talent and voiceover, hair and makeup, catering, travel, accommodation, stock footage, licensed music, and motion graphics templates. The Producer will estimate these costs in advance and the Client will either pay them directly or reimburse the Producer at cost against receipts, with any single item above [EXPENSE APPROVAL THRESHOLD] requiring prior written approval. Travel beyond [TRAVEL RADIUS] is billed at [MILEAGE OR TRAVEL RATE] plus documented costs, and travel days are billed at [TRAVEL DAY RATE]. Where the Client procures a third-party service directly, the Producer is not responsible for its performance or its effect on the schedule.

7. 7. Music, Stock, and Third-Party Licensing

The Producer will license music and stock assets appropriate to the intended use stated here: [INTENDED USE, e.g., organic social and website use worldwide for two years, including paid advertising]. The Client acknowledges that music licenses are priced by use, territory, and term, that platform-provided music libraries are generally licensed for personal or organic use only and are not cleared for advertising or broadcast, and that expanding the use later may require a new license at additional cost. If the Client supplies music or footage, the Client warrants it holds the necessary rights for the intended use and will provide the license documentation on request. The Producer will identify every licensed element in a delivery document listing the asset, the license, and its term. Extending or upgrading a license after delivery is billed at cost plus [LICENSE HANDLING FEE].

8. 8. Releases, Consent, and Minors

The Producer will obtain a signed appearance release from each person who appears recognizably on camera, granting the rights needed for the uses licensed in Section 10, and the Client will assist in gathering them. Where a participant is under the age of majority, a parent or guardian must sign. If a participant refuses to sign a release or withdraws consent, the Producer will exclude that footage and neither Party is liable for the resulting change in coverage. The Client warrants that it has authority to permit filming at each location it provides and that any brand, artwork, or product shown is cleared for filming. Where the Production takes place at a public event, the Client is responsible for any notices the venue requires regarding filming.

9. 9. Weather, Postponement, and Reshoots

If weather, illness, injury, equipment failure, transport disruption, government restriction, or another event beyond the reasonable control of either Party makes the shoot unsafe or impractical, either Party may postpone by written notice as early as reasonably possible, and the Parties will reschedule to the next date on which both the crew and the Client are available. Postponement made with less than [POSTPONEMENT NOTICE, e.g., 48 hours] notice does not refund the deposit and the Client remains responsible for non-recoverable third-party costs already committed. The Producer will reshoot at no charge where footage is unusable because of a technical failure within its control, subject to the availability of the same participants and location. Reshoots requested for creative changes, unavailable participants, weather that did not prevent filming, or client-supplied elements are billed at the applicable day rate. The Producer will not be liable for failing to capture a moment that did not occur or that was

obstructed by conditions on the day.

10. 10. Ownership, Usage Rights, and Credit

On receipt of full payment, the Producer grants the Client the following rights in the delivered edits: [USAGE GRANT, e.g., a perpetual worldwide license to use the delivered videos across owned channels, paid media, and internal use], subject to the terms of any third-party music, stock, and talent licenses, which flow through to the Client. Where the Parties intend full copyright assignment of the delivered edits instead of a license, that is stated here: [ASSIGNMENT: YES OR NO]. Until full payment is received, the Producer retains all rights and the Client may not publish or distribute any version. The Producer retains ownership of raw footage, project files, presets, LUTs, and its production methods, and may use excerpts of the delivered work in a reel, portfolio, festival submission, or case study once the Production is publicly released or after [PORTFOLIO EMBARGO DATE]. The Client will provide a production credit where practical in the form [CREDIT LINE].

11. 11. Raw Footage, Project Files, and Archiving

Raw footage and editing project files are not included in the deliverables. If the Client wants them, they are available at [RAW FOOTAGE FEE], delivered on media supplied at cost, and are provided without color grading, organization, or ongoing support, and without any warranty that they can be opened in software the Client uses. The Producer will retain raw footage for [ARCHIVE PERIOD, e.g., 90 days] after final delivery and may delete it afterward without further notice; extended archiving is available at [ARCHIVE FEE] per [ARCHIVE PERIOD UNIT]. The Client is responsible for maintaining its own backups of delivered files. The Producer is not liable for loss of footage caused by media failure, theft, or force majeure beyond keeping one working backup during the production and post-production period.

12. 12. Cancellation and Kill Fee

The Client may cancel by written notice. The booking deposit is non-refundable in all cases because the shoot dates were held and other work declined. Cancellation within [CANCELLATION TIER 1, e.g., 14 days] of the first shoot day requires payment of [TIER 1 PERCENTAGE] of the production fee, and cancellation within [CANCELLATION TIER 2, e.g., 48 hours] requires payment of [TIER 2 PERCENTAGE], in each case plus all non-recoverable third-party costs already committed. If the Production is cancelled after filming has taken place, the Client will pay for all work performed through the cancellation date and no rights in any footage or edit transfer to the Client. If the Producer cancels for reasons other than non-payment, force majeure, or a breach by the Client, the Producer will refund all prepaid amounts and will use reasonable efforts to propose a qualified replacement crew.

13. 13. Confidentiality, Insurance, and Safety

Each Party will keep confidential the non-public information of the other, including unreleased products, launch dates, strategy, and anything observed at a location, and will not publish behind-the-scenes material without written consent. The Producer will maintain general liability insurance of at least [LIABILITY COVERAGE AMOUNT, e.g., \$1,000,000 per occurrence] and equipment coverage, and will provide a certificate of insurance on request, naming the Client or venue as additional insured where required. The Producer will conduct the shoot in accordance with reasonable safety practices and applicable rules, and may stop filming where conditions are unsafe without breaching this Agreement. The Client will disclose any hazard, restriction, or safety requirement at a location it provides before the shoot begins.

14. 14. Warranties, Liability, and General Provisions

The Producer warrants that the work will be original, performed with professional skill and care, and that assets it

licenses will be cleared for the intended use stated in Section 7. Except for those warranties, the Production is delivered without further warranty, express or implied, and the Producer does not warrant any level of audience response, engagement, or commercial result. Neither Party is liable for indirect, incidental, consequential, or special damages or lost profits, and the total liability of the Producer will not exceed the total fees paid by the Client. Each Party will defend and indemnify the other against third-party claims arising from breach of its own warranties, including claims about client-supplied music, footage, or product claims. This Agreement is governed by the laws of the State of [GOVERNING STATE], disputes will be brought in the courts located in [VENUE COUNTY AND STATE] after informal resolution and mediation in [MEDIATION LOCATION], it is the entire agreement between the Parties, amendments must be in writing, and neither Party may assign it without consent except to a successor of its business.

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

PRODUCER: [PRODUCTION COMPANY NAME]. Signature: _____. Printed Name:

[PRODUCER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature:

_____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This

Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Video production involves music and stock licensing, right of publicity, drone and permit regulations, union and talent rules, and location requirements that vary by state, venue, and project. Review and adapt this document for your own production, and consult a licensed attorney before using it for broadcast work, union talent, or a campaign with significant media spend behind it. Use of this template does not create an attorney-client relationship with ScanContract.