

**PRODUCTION SERVICES AGREEMENT**  
between  
**[ARTIST REP]. AND**  
**[PRODUCTION COMPANY]**

**THIS AGREEMENT**, between **[ARTIST REP NAME]** (hereinafter "Representative") and **[PRODUCER NAME]** ("Producer"), constitutes the terms and conditions by which Producer shall provide print production services for Representative as specified herein and defined below (the "Services").

In consideration of this Agreement and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PROJECT NAME:

ARTISTS NAME:

SHOOT DATES:

LOCATION:

DELIVERABLES:

PROJECT FEE AND PAYMENT TERMS:

DELIVERY DATE AND TERMS:

1. **DUTIES OF PRODUCER.** Producer shall provide the Services as described herein and in any attached Estimate or Statement of Work under the terms of this Agreement for the **[PROJECT NAME]** project (the "Production") for **[CLIENT NAME]** ("Client").

2. **OWNERSHIP AND INTELLECTUAL PROPERTY.** Unless otherwise stated in the Estimate or Statement of Work, Representative or its designee shall own and retain all right, title, and interest in and to all deliverables, work product, results, proceeds, ideas, concepts, proposals, materials, and other items of any nature authored, produced, created, collected, or made by Producer in connection with the Services and Production, in each case including all intellectual property rights therein (collectively, "Work Product"). To the extent permitted under applicable law, Representative or its designee shall be deemed to be the "author" of all Work Product and all such Work Product will constitute "works made for hire." To the extent that any Work Product does not otherwise constitute a work made for hire, Producer hereby irrevocably assigns for no additional consideration to Representative or its designee all right, title and interest that Producer may have or may hereafter acquire in all Work Product, including all intellectual property rights therein.

3. **COMPENSATION.** Provided that Producer performs such Services as requested and the Work Product is approved by Client, then in full and complete consideration for the Services and Work Product, Producer shall be entitled to compensation on the terms set forth above or in the attached Estimate or Statement of Work. If Producer's final expenses are less than budgeted in this Agreement, the final payment shall be reduced accordingly and Producer shall credit Representative and Client with those savings on the final invoice. Any and all overages to the fees or expenses budgeted above must be pre-approved in writing by Representative or Client.

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Producer understands and agrees that all payments due and owing pursuant to this Agreement will be made from monies actually received by Representative from Client in connection with the Production. Representative agrees to use reasonable efforts to collect advances and final payments from Client and to remit payments to Producer in a timely manner. In the event of non-payment by Client, Representative shall have no liability to Producer, and Producer is to look solely to Client for payment. Producer's sole remedy shall be limited to an action at law for damages and Producer shall not have the right to any equitable remedy or relief from Representative or Client, including, but not limited to the right to enjoin the development, production, distribution or exploitation of the Work Product and Production.

4. **DELIVERY OF THE SERVICES AND IMAGES.** Time, service, and product quality are of the essence of this Agreement. Except for reasons outside of Producer's control, if Producer: (i) fails to deliver the Services or Work Product when due or (ii) the Services or Work Product fails to meet Client's delivery specs or other criteria set by Client, then Representative, in addition to any other rights or remedies which it may have, shall have the right to terminate this Agreement by giving written termination notice to Producer and thereby be relieved of any liability or obligation, including payment, in connection with unperformed Services or undelivered Work Product. The Services and Work Product shall not be deemed to be delivered until actually received and approved by Client.

5. **RESTRICTIONS ON USE.** Producer may not use, license, publish or permit the use of Client's name, logo, or any of the Work Product for any purpose including any advertising, sales or self-promotion, publicity, collective works, award consideration or otherwise without Client's prior written approval.

6. **INVOICES.** Producer must submit to Representative, no later than [redacted] (#) business days following completion of the Services hereunder, complete and itemized invoices reflecting the Services performed under this Agreement and any and all requests for payment and/or reimbursement to which Producer is entitled pursuant to this Agreement.

7. **CANCELLATION AND POSTPONEMENT.** [INCLUDE AGENCY'S OR CLIENT'S CANCELLATION/POSTPONEMENT TERMS]

8. **PRODUCER PERSONNEL AND RELEASES.** Unless stated otherwise in the Estimate or Statement of Work, Producer shall be responsible for hiring all personnel necessary to perform the Services, including but not limited to crew and talent ("Producer Personnel"). Producer shall be

responsible for obtaining all necessary releases and consents related to on-camera talent, props, locations, and third-party content incorporated into the Work Product. The Producer Personnel shall be employed under the following terms and conditions: (i) all crew are rendering services as a work-for-hire, (ii) all Producer Personnel will sign and abide by non-disclosure agreements prohibiting the use or disclosure of information concerning the Production, Representative, and Client consistent with this Agreement; (iii) the compensation paid to Producer Personnel by Producer shall represent full and complete payment for services rendered and no further sums shall be payable to them in connection with the Production; and (iv) Producer Personnel shall be Producer's employees and shall not be considered employees of Representative or Client. In the event Producer breaches any obligations to Producer Personnel, such personnel shall be limited to an action at law for damages solely against Producer and shall not have the right to any equitable remedy or relief from Representative or Client, including, but not limited to the right to enjoin the development, production, distribution or exploitation of the Work Product.

**9. COVID-19 AND OTHER SAFETY PROTOCOLS.** Producer shall be responsible for developing and implementing a workplace safety plan to mitigate the risk of workplace injury and illness, including without limitation with respect to COVID-19. Producer warrants and represents that the Services will include all necessary and appropriate measures and best industry practices to control the spread of COVID-19 and will follow all local, state, and federal guidelines.

**10. REPRESENTATIONS AND WARRANTIES.** Producer represents and warrants that (i) Services and Work Product will not infringe the intellectual property rights of any third party or otherwise violate any law, statute or regulation; (ii) Producer shall comply with all laws, statute, and regulations in performing the Services, including without limitation with respect to the treatment and compensation of the Producer Personnel, (iii) Producer is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent, prevent or restrict Producer from entering into and fully performing this Agreement, and Producer hereby accepts the obligations hereunder; and (iv) Producer has the full and unencumbered right to work in the United States. Representative represents and warrants that (i) it is authorized to enter into this Agreement, and (2) it shall comply with all laws, statutes, and regulations in performing its obligations under this Agreement.

**11. INSURANCE.** Unless stated otherwise in the Estimate or Statement of Work, Producer represents and warrants that he/she/it has or will maintain in full force and effect the following insurance policies: (i) commercial general liability with a per occurrence limit of not less than \$1,000,000, and which names Representative and Client as an additional insured; (ii) comprehensive non-owned and hired auto liability; (iii) workers compensation; and (iv) any other coverages requested in advance and in writing by Client in connection with the Shoot. If Producer determines that additional coverages are warranted, Producer will inform Representative of any additional costs and obtain Representative's written approval prior to incurring such costs. All insurance requirements shall be evidenced by Certificate(s) of Insurance and shall be provided to Representative at its request. Failure to provide evidence of insurance as indicated may cause final payment to be delayed or held until proper documentation is received.

12. **CONFIDENTIALITY:** Producer shall not reveal or disseminate Representative's or Client's proprietary information to any third party. This includes inventions, products, business strategy, project bidding, proposal procedures, creative briefs, the Work Product, and any other internal policies or procedures. Producer shall not divulge confidential information or trade secrets of Representative or Client except as necessary to perform this Agreement. Any specifications, drawings, story boards, imagery, audio material, data, reports, products, work product, or other technical or business information or materials furnished or disclosed by Representative or Client, or developed by Producer specifically for this Agreement, are the property of and shall be deemed confidential to Client and shall be returned to Client at the conclusion of this Agreement. Producer shall obligate each of his/her/its employees, agents and subcontractors to abide by the foregoing requirements. Representative shall not divulge Producer's confidential information, including project bidding and contact and budget information for Producer Personnel, except as necessary to perform this Agreement.

13. **INDEMNITY.** Producer shall defend, indemnify, and hold harmless Representative and Client, along with their respective successors, assigns, officers, owners, directors/managers, agents, insurers, and employees, from and against any and all claims, actions, demands, suits, other proceedings, costs, expenses, liabilities, damages, losses (including but not limited to attorneys' fees and associated legal costs) (collectively, "Claims") arising out of or in connection with (i) Producer's breach of this Agreement, or any of their representations or warranties therein; (ii) any loss, damage, or injury to person or property resulting from or arising in connection with the Services; (iii) Representative's or Client's use of the Work Product, including but not limited to infringement of intellectual property rights, except to the extent such Claims result from Producer's approved use of Materials provided by Representative or Client.

14. **RELATIONSHIP OF PARTIES:** Producer is an independent contractor, and as such shall not be deemed to be an employee or agent of Representative or Client. Nothing herein shall be understood or construed to create a joint venture, partnership or employment relationship between or among Producer, Representative, or Client. Producer is wholly independent and shall exercise full control over the Producer Personnel in performing the Services. Producer is wholly responsible for withholding and payment of all federal, state, and local income and other payroll taxes with respect to Producer and Producer Personnel.

15. **ENTIRE AGREEMENT.** This Agreement, along with any attached Estimate or Statement of Work, contains the entire agreement of the parties. All previous agreements, warranties, and representations regarding the Production, if any, are merged herein. This Agreement cannot be modified or changed except by written agreement between Producer and Representative and shall bind and enure for the benefit of the parties hereto, their respective successors and assigns, and Client.

By signing in the spaces provided below, Producer and Representative accept and agree to all of the terms and conditions of this Agreement.

[REPRESENTATIVE]

[Address]

[PRODUCER]

[Address]

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

