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# Introduction and Parties

## Introduction

This Videography Agreement (the "Agreement") outlines the terms and conditions between DocuPal Demo, LLC and Acme, Inc for videography services. This Agreement governs the provision of video production services by DocuPal Demo, LLC to Acme, Inc. It details the scope of work, deliverables, timelines, payment terms, and other essential aspects of the engagement.

## Parties

### Videographer

DocuPal Demo, LLC, a company established in the United States, with its principal address at 23 Main St, Anytown, CA 90210 ("DocuPal").

### Client

Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

### Effective Date

This Agreement shall be effective as of July 1, 2024.

## Scope of Services

Docupal Demo, LLC will provide videography services to ACME-1, as detailed below. These services will include filming and editing a corporate promotional video.



## Filming

Docupal Demo, LLC will film at ACME-1 headquarters, located at 123 Main Street, Anytown, USA. The filming will take place over two days. The video shoot will include interviews with ACME-1 personnel. It will also include product demonstrations and b-roll footage to enhance the final product.

## Editing and Production

Docupal Demo, LLC will handle all aspects of post-production. This includes video editing, color correction, and audio mixing. The final video will incorporate graphics and text overlays, as needed. Docupal Demo, LLC will deliver the completed promotional video to ACME-1 in the agreed-upon digital format.

## Deliverables and Timeline

DocuPal Demo, LLC will deliver the following videography services and content to Acme, Inc:

- Final video files: MP4 format
- Resolution: 4K

The final deliverables will consist of [Number] videos.

## Project Timeline

The project will proceed according to the following milestones:

1. **Initial Storyboard Review:** [Date]
2. **Draft Video Review:** [Date]
3. **Final Video Approval:** [Date]
4. **Delivery of Final Content:** August 15, 2024

## Payment Terms

The total cost for the videography services outlined in this Agreement is \$10,000 USD.



## Payment Schedule

ACME-1 will adhere to the following payment schedule:

- **Initial Deposit:** A deposit of \$5,000 USD, representing 50% of the total cost, is due upon signing this Agreement. Docupal Demo, LLC will not begin work until this deposit is received.
- **Final Payment:** The remaining balance of \$5,000 USD is due upon final delivery of the video deliverables, as specified in this Agreement.

## Cancellation and Refunds

If ACME-1 cancels this Agreement, the following fees will apply:

- **Cancellation within 7 days of the scheduled shoot date:** A cancellation fee of 25% of the total cost (\$2,500 USD) will be charged.
- **Cancellation within 48 hours of the scheduled shoot date:** A cancellation fee of 50% of the total cost (\$5,000 USD) will be charged.

All cancellations must be communicated in writing to Docupal Demo, LLC. Refund, if applicable, will be processed within 30 days of the cancellation confirmation.

## Intellectual Property Rights

DocuPal Demo, LLC retains ownership of all raw video footage. Upon full payment as outlined in this agreement, Acme, Inc will own the final video product.

## Usage Rights

DocuPal Demo, LLC grants to Acme, Inc full commercial usage rights. These rights allow Acme, Inc to use the final video for marketing and promotional purposes.

## Restrictions

Acme, Inc is prohibited from redistributing the final video product for resale. All other forms of distribution for marketing and promotional activities are permitted.



# Confidentiality

## Definition of Confidential Information

Confidential information includes, but is not limited to, business strategies, client lists, and proprietary technology disclosed by either party during the course of this videography project. All video content, pre-production materials, and post-production edits are also considered confidential.

## Obligations

Both Docupal Demo, LLC and ACME-1 agree to protect the confidentiality of all information shared. Confidential information will be stored securely. Neither party will disclose confidential information to any third party without prior written consent from the disclosing party. This obligation extends to employees, contractors, and agents of both Docupal Demo, LLC and ACME-1. This clause remains in effect even after the termination of this Agreement.

# Cancellation and Postponement Policy

This section outlines the conditions and fees associated with the cancellation or postponement of the videography services detailed in this agreement.

## Cancellation

Either Docupal Demo, LLC or ACME-1 may cancel this agreement under the following circumstances:

- **Breach of Contract:** If either party fails to fulfill their obligations as outlined in this agreement.
- **Force Majeure:** In the event of unforeseen circumstances beyond either party's control, such as natural disasters, government regulations, or other events making it impossible to perform the services.



## Postponement (Rescheduling)

ACME-1 may request to reschedule the videography services. To do so, ACME-1 must provide Docupal Demo, LLC with written notice at least 72 hours prior to the scheduled start time.

## Cancellation and Postponement Fees

Clause 11 details the specific fees that apply in the event of cancellation or postponement. ACME-1 acknowledges their responsibility for any applicable fees as described in that clause.

# Liability and Indemnification

## Liability of DocuPal Demo, LLC

DocuPal Demo, LLC is responsible for any damages or personal injuries caused by its negligence. This liability is, however, limited to the total value of this videography agreement. DocuPal Demo, LLC will not be liable for any indirect, incidental, or consequential damages.

## Indemnification by Acme, Inc

Acme, Inc agrees to protect DocuPal Demo, LLC from any claims. These claims must arise from the content Acme, Inc provides for the videography project. This protection includes legal fees and costs associated with defending against such claims. Acme, Inc will cover any losses, damages, liabilities, and expenses resulting from these claims. This indemnification survives the termination of this agreement.

## Force Majeure

Neither Docupal Demo, LLC nor ACME-1 will be liable for any failure to perform their obligations under this agreement when the failure results from, or is contributed to, by any acts of God. Such acts include, but are not limited to:

- Natural disasters





- Acts of terrorism
- Government regulations

## Notification

If a force majeure event occurs, the affected party must notify the other party in writing via email within 24 hours of the event.

## Suspension of Obligations

The obligations of the affected party will be suspended for the duration of the force majeure event. Both parties will make reasonable efforts to minimize the impact of the event. If the force majeure event continues for more than thirty (30) days, either party may terminate this agreement with written notice.

# Amendment and Entire Agreement

## Amendment

This Agreement may be amended or modified only by a written agreement signed by both Docupal Demo, LLC and ACME-1. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

## Entire Agreement

This Videography Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the videography services described herein. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Docupal Demo, LLC and ACME-1 with respect to the subject matter of this Agreement.

## Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes arising from this Videography Agreement through mediation.





## Mediation Process

If a disagreement occurs, both parties will first attempt to resolve it informally. If informal resolution fails, the parties will engage in mediation. A mutually agreed-upon mediator will be selected. The mediation will take place in Delaware, unless both parties agree to an alternative location. Both parties will share the costs of mediation equally.

## Governing Law and Jurisdiction

This Videography Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. The state and federal courts located in Delaware shall have exclusive jurisdiction over any dispute arising from this agreement that cannot be resolved through mediation.

## Signatures

This Videography Agreement shall become effective as of July 1, 2024, upon signature by both parties.

### DocuPal Demo, LLC

Signed: \_\_\_\_\_

Name: John Doe

Title: [To be filled by the signatory]

Date: \_\_\_\_\_

### Acme, Inc

Signed: \_\_\_\_\_

Name: Jane Smith

Title: [To be filled by the signatory]

Date: \_\_\_\_\_