

MEMBER VIDEO PRODUCTION CONTRACT

1. The Purpose of this document is to establish a contract between **Downers Grove Area Chamber of Commerce & Industry** hereinafter referred to as **CONTRACTOR**, and **MEMBER**: _____ hereinafter referred to as **MEMBER** for the production of a videotape program, hereinafter referred to as the **PROJECT** entitled _____. The **PROJECT** will be produced by **Stone Cliff Productions, Inc.** hereinafter referred to as **PRODUCER**.

2. **PROJECT I**: The **PROJECT** will be a 90 second marketing video to promote the **MEMBER** on the website of the **CONTRACTOR**. The **MEMBER** must be in good standing with the **CONTRACTOR**. The **PROJECT** will be available for viewing on the **CONTRACTOR** website up to twelve months and renewable for a twelve month extension thereafter, as long as the member remains in good standing with the Contractor. . Should an updated **PROJECT** be desired, it will be addressed under separate contract.

The **MEMBER** does not own rights to this **PROJECT** please see 4.Project II regarding ownership rights.

3. **PROJECT II**: The **PROJECT** will be exactly as described above with the additional opportunity to receive the **PROJECT** for ownership and use on **MEMBER** website or marketing campaign for use and payment as outlined in Section 5.

4. **PRICING**:

a. **Project I: \$195** paid in advance to **CONTRACTOR** to have **PROJECT** produced by **PRODUCER** for viewing on **CONTRACTOR'S** website for up to twelve months and while **MEMBER** is in good standing.

b. **Project II: For a total of \$445**, you get everything in Project I *and* ownership of the **PROJECT** as a Flash file (flv) and Windows Media file (wma) and an MPEG file (mpg) delivered to **MEMBER** on a disk for use on **MEMBER** website, computer or any acceptable technology.

5. **MEMBER** shall be allowed to have up to five digital images of their choice in **PROJECT**. **MEMBER** shall be allowed up to a two line text descriptor within the video known as lower third of title. **MEMBER** shall be entitled to utilize teleprompter of **PRODUCER** for video taping of **MEMBER** personnel.

If using teleprompter of **PRODUCER** the **MEMBER** shall be responsible for writing and submitting text to **PRODUCER** within time frame agreed upon Section 9. **MEMBER** shall be responsible for submitting digital images and two line text descriptor to **PRODUCER** within time frame agreed upon Section 11

MEMBER may decide to have digital images throughout the **PROJECT** without video taping of any personnel. Therefore **MEMBER** would agree to audio recording as voice over for their **PROJECT** at the scheduled time agreed to in Section 11..

6. **PRODUCER** will deliver a finished version of the **PROJECT** to the **CONTRACTOR** within a ten business days.

7. **DISCLAIMER**: The **PRODUCER** will not knowingly use or work on any pictures, images or icons that are copyrighted by anyone but the **MEMBER** that has been contracted.

By requesting services of **PRODUCER** and entering into an agreement with **CONTRACTOR**, the **MEMBER** represents to **PRODUCER AND CONTRACTOR** and unconditionally guarantees that any and all elements of text, graphics, photos, designs, trademarks, artwork or other items furnished to **PRODUCER** for use in **PROJECT** are owned by **MEMBER**, or that **MEMBER** has the permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend **PRODUCER AND CONTRACTOR** and its subcontractors and employees from any claim or suit arising from the use of such elements furnished by **MEMBER**.

The **MEMBER** will be held liable for any violation of copyright taken by a third party.

MEMBER shall be responsible for obtaining signed permission for all individuals that will appear in the **PROJECT. PRODUCER AND CONTRACTOR** will be held harmless in the event that individuals, companies or others enter into lawsuit based on the content of the **PROJECT**.

By signature of this document, the **PRODUCER** will adhere to all contractual agreements regarding deliverables to **MEMBER** and **CONTRACTOR**.

There are no other agreements relative to this **PROJECT** between either or any of the parties hereto either verbally or in writing and this document constitutes the entirety of the contract.

8. I accept the terms of: Project I _____ or Project II _____ as described above.
9. Video Taping Date _____ Start Time _____
10. Video Taping Location _____
11. Due Date for all images, two line text descriptor and text for teleprompter (Seven days prior to Video Taping Date)

12. I have read, understand and agree with every provision of this contract and by my signature, hereby certify that I accept and agree to abide by them and that I am competent and legally qualified to enter into such a contract.
13. Executed on this day: _____
14. by (Type or Print Name/Title): _____
15. **MEMBER Signature:** _____
16. **MEMBER BUSINESS:** _____
17. Address 1: _____
18. Address 2: _____
19. City: _____ State: _____ Zip: _____
20. Email: _____ Phone: _____ Cell: _____
21. **CONTRACTOR Signature:** _____
22. **PRODUCER Signature:** _____
Stone Cliff Productions, Inc.
0 South 009 Cottonwood Drive, Wheaton IL 60187-3971
Office: (630) 510-8001 Mobile: (630) 235-3156
Lambert@StoneCliffProductions.com

Office Use Only:

- _____ Contract complete, MEMBER signed off
_____ Payment received
_____ PRODUCER signed contract.