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Sample Contract.

PROJECT TITLE: *Tweedle Deedle Dum marketing video*

PROJECT DESCRIPTION: One DVD approximately 15 minutes in length for the Tweedle Deedle Dum Group, designed to attract investors to the company.

CONSULTANTS: Monica Davidson of Twoshotmedia.

OF TwoShot Media, P.O Box 37 Broadway NSW 2007.

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EMAIL: studio@twoshotmedia.com **WEBSITE:** www.twoshotmedia.com

PERSON OR BUSINESS OR DEPARTMENT FOR WHOM PRODUCTION IS BEING MADE:

Richard Tweedle of the Tweedle Deedle Dum Group

Background to the Agreement

At an initial meeting on 14th January 2005, representatives of the Tweedle Deedle Dum Group and Twoshotmedia discussed the making of a marketing video for use by the Group for in-house promotion only. The video would be approximately 15 minutes long, and used in Australia, USA and UK.

The aim of the video would be to attract investors to the Group, with particular consideration being paid to the new developments in property and hospitality that the group have been undertaking.

Since that initial meeting, and prior to this contract, TwoShotmedia has conducted several focus groups with existing Group investors, staff and management to get their consultation on what would make the best marketing video. These meetings took place between 1st and 11th February 2005.

1. Staff and Consultants

1a	This agreement is made solely between Twoshotmedia and the Tweedle Deedle Dum Group. Any staff or other consultants used by the Tweedle Deedle Dum Group for any other aspects of the video are not part of this agreement.
1b	Similarly, any agreements between Twoshotmedia and its contractors are not part of this agreement and remain the sole concern of Twoshotmedia.

2. Twoshotmedia Work Practices

To ensure that our clients are fully involved in the production of their videos, Twoshotmedia has standard work practices that are included in this agreement.

2a	<p>Scriptwriting and pre-production:</p> <ul style="list-style-type: none"> • The Tweedle Deedle Dum Group will be fully consulted and briefed on any and all script arrangements, interview questions and ideas for this video. • The Tweedle Deedle Dum Group agrees to make any necessary changes at the script stage.
2b	<p>Production:</p> <ul style="list-style-type: none"> • Twoshotmedia will make a monitor available during the entire shooting process to allow any representatives from the Tweedle Deedle Dum Group to watch during shooting. • The Tweedle Deedle Dum Group agrees to guarantee that at least one representative of the Group will be present during all filming, and that that person/s will assess and evaluate during production to ensure if any material is shot that cannot be used in the finished video. This material will then not be included in the final edit and release versions of the video. • If no representative of the Group is appointed, Twoshotmedia takes no responsibility for material shot that is inappropriate for use in the finished film. The onus is on the Group to approve of footage before the Post-Production stage.
2c	<p>Post-Production:</p> <ul style="list-style-type: none"> • Twoshotmedia will make the video available to be watched and assessed by the Tweedle Deedle Dum Group at two stages during the editing process and before the video is finished. • The first stage viewing will occur at rough cut stage, before all the titles, effects and music have been arranged. The Tweedle Deedle Dum Group agrees to make any necessary changes at that point, should there be any. • The second stage viewing will occur at fine cut stage, when all titles, effects and music will be added, as well as any changes incorporated from the first viewing. The Tweedle Deedle Dum Group agrees to make any necessary changes at that point, should there be any. • These changes will be incorporated at the Tweedle Deedle Dum Group's request. However, no other opportunity will be provided to make changes to the edited videos.

3. Confidentiality

3a	<p>Twoshotmedia, by signing this agreement, agree to keep confidential any and all aspects of the work involved, within reason. This includes divulging details of the contents and nature of the video, the Tweedle Deedle Dum Group, any of the staff, management and investors in the Tweedle Deedle Dum Group, and any information relating to the agreed upon work.</p>
3b	<p>Should Twoshotmedia be asked and/or find it necessary to divulge such information to any person, they are obliged to speak to Richard Tweedle at the Tweedle Deedle Dum Group first.</p>

4. Intellectual Property

4a	Twoshotmedia agrees that all existing and future intellectual property rights and copyright in all territories over the video will be handed over to the Tweedle Deedle Dum Group, subject to all payments being met as outlined in Section 5. This agreement will exist in perpetuity, or for the normal duration of copyright.
4b	Any copyright issues arising from the misuse by the Tweedle Deedle Dum Group of text, music or previously published material are the concern of the Tweedle Deedle Dum Group. Twoshotmedia cannot be held responsible for misuse of text and previously published material beyond their control.
4c	The Tweedle Deedle Dum Group understands that the video is being made specifically for non-broadcast/private screening. Should the Tweedle Deedle Dum Group choose to broadcast the video, it is their responsibility to clear any existing copyright situation involved in using previously-licensed music, images or text.
4d	This agreement also applies to any licensees, successors and assignees of either the Tweedle Deedle Dum Group or Twoshotmedia.
4e	Twoshotmedia reserves the right to use the video as portfolio material. This includes using footage from the video in any Twoshotmedia show reels and web sites, and citing the video in any marketing material.

5. Payment

	Description	Payment Due	Amount
5a	Preliminary payment for scriptwriting and pre-production on video. Payment includes: <ul style="list-style-type: none"> • Research and writing of the video. • Conducting and filming Focus Groups with relevant staff and investors. • Scheduling of the shoot. • All other administrative work connected to the production of the video. 	After acceptance of this agreement and presentation of the first invoice with 14 day terms.	\$3140.00
5b	2nd payment for production, including: <ul style="list-style-type: none"> • Shooting for 3 days. Costs include use of equipment, crew, transport, materials and any other sundry expenses required for production. 	Upon presentation of invoice with 14 day terms.	\$5500.00
5c	3rd payment for post production, includes: <ul style="list-style-type: none"> • Editing for 10 days. Costs include use of equipment, editor's time, materials and music. 	Upon presentation of invoice with 14 day terms.	\$7700.00
5d	Final sign-off payment at completion of both videos. This payment includes: <ul style="list-style-type: none"> • Dubbing costs for creation of 3 DVDs. This does not include cover design. • Any additional expenses not allowed for elsewhere, should they occur. 	Upon sign off on the completed videos and receipt of final invoice.	\$2650.00
5e	Twoshotmedia also reserves the right to charge an additional 20% late payment fee, calculated and added daily, should payment not be made within 14 days of the invoice date.		

6. Loadings and Insurance

6a	Twoshotmedia understand that their work under this arrangement is as independent contractors.
6b	As a result, the Tweedle Deedle Dum Group is under no obligation to pay the superannuation, annual leave, sick pay or any other loadings or fringes to any of Twoshotmedia's staff or contractors.
6c	Twoshotmedia ensures that the shoot is covered by \$10 million Public Liability held by Cinesure Film and Video Underwriters. Certificate of Currency will be provided upon signing of this contract and payment of first invoice.

7. Settlement of Disputes:

If there are any major disputes between the Tweedle Deedle Dum Group and Twoshotmedia concerning the video, or this agreement, they will be settled as follows:

7a	Either party may give written notice to the other of a major dispute. This written notice will detail all matters relevant to the dispute that must be addressed.
7b	Both parties will meet in a neutral environment and attempt to resolve the differences as outlined in the written notification. This will happen 14 days after the written notification has been delivered to all parties.
7c	In the event that the dispute is still not settled within 28 days of the meeting, either party can appoint a mediator to attempt to settle the dispute. Both parties must agree upon this mediator.
7d	If this mediator cannot settle the dispute within a further 28 days, the agreement should be terminated.

8. Termination

8a	For the purposes of the production and edit of these two videos, this agreement terminates once Sacred Heart Hospice sign off on the finished video.
8b	Any further work on the video will be subject to a new agreement and a new schedule of fees
8c	Either TwoShot Media or Sacred Heart Hospice may terminate this agreement if either are in breach of the terms set out in this agreement.
8d	Termination will take place immediately once written notice is given by either party. This written notice should state explicitly why the termination has been made.

9. Agreement

I agree that my involvement in the video production for the Tweedle Deedle Dum Group is subject to the conditions above, all of which I agree to observe.

_____	_____	_____
For the Tweedle Deedle Dum Group (please print your name)	Signature	Date

_____	_____	_____
Witnessed By: (please print your name)	Signature	Date

_____	_____	_____
For Twoshotmedia. (please print your name)	Signature	Date

_____	_____	_____
Witnessed By: (please print your name)	Signature	Date

SAMPLE ONLY