

This PRODUCTION CONTRACT ("Contract") is made and entered into on the 13th of January 2016 ("Effective Date") by and between:

**Mission Pictures**, a California company having its principal place of business at: 765 Pennsylvania, San Francisco, CA 94107 and **San Rafael City Schools** ("The Client"), a California organization having its principle place of business at: 310 Nova Albion Way, San Rafael, California 94903

1. PURPOSE:

Mission Pictures agrees to provide The Client with the production and editing of 6 videos.

2. CONTENT:

Mission Pictures agrees to provide, all equipment, crew, and technical expertise required to produce the video. The Client agrees to assist in providing all on-camera talent, and some guidance in the production. The production will consist of 6 videos teacher achievements at SRCS.

3. PRODUCTION:

The Client agrees to provide Mission Pictures with access to all personnel, information and property required to shoot the videos. Any shoot days canceled by The Client with less than 24 hours notice can be counted as a half day shoot as reflected in the budget at Mission Pictures discretion.

4. POST PRODUCTION:

The Client agrees to provide any text, stills or existing archival footage for the video. The Client will have 2 opportunities to view and request changes on each video during editing process and a 3rd viewing to proof the final edit. Further changes can be made by adding editing days as reflected in the budget.

5. DELIVERABLES:

Mission Pictures agrees to provide The Client with; all unedited footage from the production, two master DVD's (or whatever format is desired), and web encoded versions of each video. If The Client wishes Mission Pictures to store the unedited footage a \$100 storage fee will be charged.

6. PAYMENT:

The Client agrees to pay Mission Pictures \$16,600. If additional production is required beyond the items listed in the approved estimate, The Client agrees to compensate Mission Pictures an amount agreed upon in advance in writing by both parties.

7. PAYMENT SCHEDULE:

The Client agrees to pay \$4000 within 10 days of execution of contract, \$12,600 upon receipt of deliverables.

8. TERMINATION:

If The Client chooses to terminate the Contract for any reason before completion of the project, the Client agrees to pay 50% of the next amount due on the payment schedule.

9. RIGHTS:

The Client retains ownership rights to all forms of media content developed under this Contract. The Client also agrees that content developed under this Contract may be used with permission by Mission Pictures for marketing and promotional purposes. The Client agrees to give production credit to Mission Pictures where appropriate.

10. INDEMNITY:

To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

11. CONFIDENTIALITY:

Mission Pictures shall keep confidential any information provided by the Client and marked "Confidential Information".

12. ENTIRE UNDERSTANDING:

This is a legally binding Contract. The provisions hereof shall be binding upon all parties. This Contract expresses the entire understanding between Mission Pictures and The Client. This Contract may be amended only by written instrument signed by all parties. Mission Pictures and \_\_\_\_\_ San Rafael City Schools \_\_\_\_\_ (The Client) hereby acknowledge full understanding of the foregoing and agree to all items and conditions as stated above.

Mission Pictures:

The Client

Sign \_\_\_\_\_

Sign \_\_\_\_\_

Print \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_