

VIDEO PRODUCTION AGREEMENT

This Video Production Agreement is entered into this _____ day of _____, 20____ between;

Dynamic Web Development (“Producer”)

and;

(Clearly print full legal name) (“Client”) with physical address at:

_____ City _____ State _____ Zip _____

Whereas, Client desires to purchase video production and marketing services from Producer.

Wherefore the parties hereby agree to be bound to the following terms and conditions;

1. Producer shall provide to Client a 60-second video and a marketing service known as ‘videoADVANCE’.
2. Client shall pay Producer a fee of \$197.00 per month for the videoADVANCE service.
3. Client may use the video in their marketing efforts, at no charge, for as long as their videoADVANCE subscription is maintained in good standing. See addendum 1 for a description of videoADVANCE.
4. Client, at their sole option, may purchase the video at any time for the buyout price of \$997.00 (“Buyout Price”). Prior fees paid towards the videoADVANCE service may not be used as credit towards Buyout Price.
5. Client may cancel the videoADVANCE subscription with written notice (letter, fax or email with confirmed delivery). If Client has not paid the Buyout Price, they may cancel only if no longer displaying the video.
 - a. Prior to cancellation of videoADVANCE, all copies of the video must be returned or destroyed. Any online copies must be deleted, included those uploaded to YouTube or any other 3rd party service. Return (and/or deletion) of all copies is a prerequisite for cancellation.
 - b. Notice of cancellation takes effect 48 hours after giving notice AND the return and/or deletion of all copies of the video, whether displayed on Client’s website or that of a 3rd party.
 - c. Giving notice of cancellation has no effect unless all copies of the video have been returned and/or deleted. Monthly payments for videoADVANCE continue until the conditions herein have been met.
6. Producer guarantees that the production of the video will meet Client expectations. If it does not, Client may request unlimited revisions during the revision period. The revision period extends for 30 days after the delivery of the first draft, for those components which have not previously been approved by Client. Example: if the script was previously approved, Client may not later change the script without incurring additional costs. After 30 days of delivery of first draft, the video is deemed complete. Until then, Client may request unlimited revisions.
7. If Client fails to maintain their videoADVANCE subscription service by making monthly payments on time, and if Client has not previously cancelled their subscription to videoADVANCE as per the terms herein, the Buyout Price becomes due and payable without further notice from Producer, and Producer shall have the right to collect the Buyout Price using all means to which it may be entitled.
8. This Agreement replaces all previous conversations, advertisements and agreements. No other terms or conditions are implied or agreed upon by the parties;
9. Producer may assign this agreement, with all its rights and benefits, to the party of its choice, including heirs, licensees, assigns, suppliers, affiliates and partners. Producer is not obligated to give Client notice of any such assignment.
10. This Agreement shall be governed and construed exclusively in accordance with the laws of the State of Nevada.
11. Client agrees that breach of any of the terms and conditions of this Agreement will cause Producer irreparable harm for which there is no adequate remedy at law, and Client consents to the issuance of any injunction or other equitable relief in favor of Producer enjoining the breach of any such terms and conditions. In no manner or effect shall this provision of this Agreement preclude Producer from exercising any other right or remedy to which Producer may be entitled, at law or in equity, by reason of a breach by Client of any condition of this Agreement;

Client initials _____ Producer Initials _____

12. This Agreement is binding if delivered and received through fax, mail, email or any electronic form and means.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written;

For and in behalf of Client:

For and in behalf of Producer:

Print Signatory's full legal name

Print Signatory's full legal name

Signature

Signature

Date

Date

Addendum 1

Description of videoADVANCE

Updated September 18, 2014

The videoADVANCE service includes the following components;

1. **Lead Capture System.** Client shall be supplied with a two-step form system for expeditiously capturing contact details from prospects who visit Client's website.
2. **Alternate-ending system.** Client shall have the ability to change the last frame and visual call-to-action of the video without incurring production costs, enabling them to customize video for special offers, specific products and for marketing experiments.
3. **Cloud Hosting.** The video shall be hosted and streamed from a commercial-grade content delivery network, enabling worldwide streaming of the video. This service is subject to fair use, whereby up to five thousand 'view-minutes' are included each month.
4. **AutoNurture.** Client shall gain access to an email platform which gives Client the ability to automatically send sequences of email to their prospects, nurturing them until they are ready to buy. Client may nurture up to one thousand new prospects at a time.
5. **Support.** Producer will make sure video is installed correctly on Clients website and will help Client upload video to YouTube. Client may contact Producer anytime with questions.