

MAXWELL FALLS VIDEOGRAPHY SERVICES AGREEMENT

This Videography Services Agreement (the "Agreement")

is dated as of **Saturday, 28 September 2019**

by and between

Maxwell Falls ("Contractor")

and

Dwain Steven Miller ("Client/s") (collectively the "Parties").

The Parties agree as follows:

1. SERVICES:

Contractor will perform the videography services described below (the "Services"):

Complete Music Video Production Services

"Dwain Steven Miller - Where I've Got To Get To"

including pre-production, shoot & edit & post-production

While performing the Services, Contractor shall be aware of and abide by the following requirements and restrictions:

Shoot location: 16 Dawley Crescent, Marston Green, B37 7RU

+ LOCAL SURROUNDING AREA

2. TIME OF COMPLETION:

- The final product produced for the Client in connection with the performance of the Services shall be delivered to Client no later than **12/10/2019**.

3. EQUIPMENT:

- Contractor shall provide all equipment necessary to perform the Services.
- Client shall provide the following equipment for use when performing the Services:

EQUIPMENT REQUIRED FOR ARTIST PERFORMANCE

- Certain props required for the services are supplied by the Contractor at the cost of the Client if requested. Upfront payment for props is required. This is non-refundable.

4. COST:

Per the description herein of the services to be provided and reimbursed expenses:

- The final cost to the Client will be COST OF SERVICES + COST OF PROPS *(if applicable)*
- The COST OF SERVICES will not exceed:

TWO HUNDRED POUNDS ONLY (£200)

5. TERM:

- The term of this Agreement shall begin on Saturday, 28 September 2019 and shall expire on date of completion & hand over (**12/10/2019**).

6. PAYMENT:

- Client shall pay Contractor a deposit of 50% of the final cost upon return of signed contract. This fee is not refundable.
- The balance for the service is to be paid prior to any work commencing on the start date of this agreement & is non-refundable upon completion of final product.
- A Policy for refunds in case of failure to complete the final product or uphold the contract by the Contractor is outlined under **Section 8.m of General Provisions**.

The payment(s) shall be paid in the following manner:

Bank Transfer

For payment(s) to be paid directly by Bank Transfer.
Payment details are:

Account Name: **Maxwell Falls**
Sort Code: **30-98-37**
Account Number: **35892468**

7. OTHER EXPENSES/ACCOMMODATIONS:

Client shall be responsible for the following expenses for the Contractor:

NA

Client shall be responsible for providing to the Contractor the following:

EQUIPMENT REQUIRED FOR ARTIST PERFORMANCE

All costs of Services & Expenses will be detailed in the invoice that accompanies this agreement.

8. GENERAL PROVISIONS:

- (a) All work shall be completed in a professional manner, and if applicable, in compliance with all building codes and other applicable laws.
- (b) To the extent required by law all work shall be performed by individuals duly licensed and authorised by law to perform the work. This includes Maxwell Falls himself, as well as a team of professionals & hired interns who work under management of Maxwell Falls. Responsibility for these hired are that of the Contractor.
- (c) In the event Client shall fail to pay any periodic or instalment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute. Any paid reservation fee is not refundable.

- (d) Contractor is an independent Contractor and not an employee of Client.
- (e) Contractor retains rights for all content to be used for portfolio, advertising & marketing purposes.
- (f) This Agreement shall be construed in accordance with the laws of the land of which the Contractor resides.
- (g) Neither the Client nor the Contractor may assign this Agreement to third-parties without prior written consent from the non-assigning party.
- (h) The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement.
- (i) Contractor shall not be liable for any delay due to circumstance beyond their control.
- (j) The Contractor shall not be liable for any lost profits or loss of business incurred by the Client during the period of services.
- (k) Errors and Omissions allowed. The Contractor reserves the right to amend the contract in the situation of a misplaced clause. These changes to this document have automatic effect.
- (l) Any changes the Client wishes to make to this agreement must be agreed by the Contractor.
- (m) Any requested/agreed payments made by the contractor for third party services, prop or location hire costs without upfront payment by the Client will incur a 15% fee.
- (n) The total sum for this service is to be paid prior to any work commencing on the start date of this agreement.
- (o) Failure to uphold the contract by the Contractor allows the Client to receive a refund minus deposit. A request for refund can only be made 7 days after completion date of this contract.
- (p) All refunds must be paid within 31 days of request.
- (q) This Agreement constitutes the entire agreement between the Client and the Contractor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF each of the Parties undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

CLIENT(S):

Signature

Name (please print)

Title (if applicable)

Date

CONTRACTOR:

Signature

Name (please print)

Title (if applicable)

Date

CLIENT(S):

Signature

Name (please print)

Title (if applicable)

Date

WITNESS:

Signature

Name (please print)

Title (if applicable)

Date