

1 VISION MEDIA GROUP, LLC
VIDEOGRAPHY SERVICES AND REFERRAL AGREEMENT

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THIS VIDEOGRAPHY SERVICES AND REFERRAL AGREEMENT (this "Agreement") dated as of ~~June 24~~ ^{July 24} 2024 ("Effective Date"), by and between 1 Vision Media Group, LLC, a Michigan limited liability company, (hereinafter "Service Provider"), and Madison Heights Downtown Development Authority, (hereinafter "DDA").

RECITALS

WHEREAS, Service Provider is in the business of providing media services including but not limited to photography and videography marketing services;

WHEREAS, DDA desires to retain Service Provider to provide videography services to DDA and clients referred by DDA to Service Provider (the "Clients")

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Services. DDA hereby engages Service Provider, and Service Provider shall accept such engagement, as an independent contractor to provide to DDA and Clients the videography services (the "Services"), in accordance with the criteria and on the terms and conditions set forth in this Agreement. Service Provider shall use commercially reasonable efforts to provide the Services in accordance with the terms of this Agreement in a workmanlike and professional manner.

2. Consideration.

(a) In consideration of the provision of the Services by Service Provider, Service Provider shall be paid as follows:

(i) The Client(s) will submit an MHDDA Business Digital Marketing Program application form to DDA for consideration.

(ii) If approved, the Client(s) will enter into a separate agreement with Service Provider and agree to pay \$52.00 for videography services in the form of one (1) 30 second to one minute promotional video as documented in an invoice to be provided by Service Provider.

(iii) DDA will verify the Client has received a copy of the video produced by Service Provider, and Service Provider will provide DDA with the Clients paid invoice. Upon receipt, DDA shall pay a fee in the amount of \$208.00 (two hundred and eight dollars) as documented in an invoice to be provided by Service Provider.

(b) DDA shall make the payment under this Section 2 within 14 (fourteen) days after the DDA has verified that the Client has received a copy of the video and that the Service provider has been paid by the Client as described above.

3. No Referral Fee. Subject to the terms and conditions of this Agreement, if DDA refers Clients to the Service Provider, DDA shall have no right to the payment of any referral fees.

4. Independent Contractor. Service Provider is an independent contractor, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Service Provider and DDA for any purpose. Service Provider has no authority (and shall not hold itself out as having authority) to bind DDA and Service Provider shall not make any agreements or representations on DDA's behalf without DDA's prior written consent. Without limiting the above, Service Provider will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by DDA to its employees, and DDA will not be responsible for withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Service Provider's behalf.

5. Confidentiality. All non-public, confidential, or proprietary information of Service Provider, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, disclosed by Service Provider to DDA, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement, as well as the terms and conditions and the existence of this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed to any person including without limitation any Client or prospective Client, or copied unless authorized by Service Provider in writing. Upon Service Provider's request, DDA shall promptly return all documents and other materials received from Service Provider. Service Provider shall be entitled to injunctive relief for any violation of this Section 5.

6. Term and Termination.

(a) The term of this Agreement commences on the Effective Date and shall continue for a term of (4) four months or upon completion of and payment for (4) four Client promotional videos, whichever is first. This Agreement may be extended an additional calendar year upon approval of the DDA Board.

(b) Either party may terminate this Agreement upon thirty (30) days' written notice to the other party, without cause and without liability to the other, other than for fees incurred for Services through the effective date of such termination.

(c) In addition to any remedies that may be provided in this Agreement, either party may terminate this Agreement with immediate effect upon notice to the other party, if the other

party: (i) fails to pay any amount when due under this Agreement and such failure continues for 14 days after the other party's receipt of notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

7. Grant of Rights. Only upon the receipt of the total and complete payment for the Services, Service Provider shall grant to Client a non-exclusive right and license to use the results and proceeds of the Services (which include the Videos) (the "Works"). Service Provider agrees that the foregoing grant includes the right to reproduce, perform (publicly or otherwise), display (publicly or otherwise), and transmit the Works, in whole or in part, as provided by Service Provider modified or unmodified, including in any and all media and by any and all technologies and means of delivery whether now or hereafter known or devised; provided, however, that such grant constitutes a mere license to use the Works and that all ownership rights are retained by Service Provider as described in Section 8, below; and provided, further, that any display of the Works (whether modified or unmodified) by Client shall include a reasonably visible acknowledgment that such Works were produced by Service Provider.

8. Ownership. Service Provider owns and retains all right, title, and interest in and to the Videos, subject to the license granted in Section 7. Client owns and retains all right, title, and interest in and to all adaptations of the Videos made by Client or by any third party for the benefit of Client, subject to Service Provider's rights in the underlying Videos.

9. Attribution. Client shall provide Service Provider with the following source attribution for each Video in connection with any publication of such Video:

Attribution: 1 Vision Media Group, LLC

Placement: (1) directly below each Video, if possible; (2) as a watermark on the Video; or (3) on an attribution page of a book.

10. Indemnity. DDA shall defend, indemnify, and hold harmless Service Provider and its managers, officers, employees, agents, and contractors from and against all losses, damages, liabilities, or expenses (including reasonably attorney fees) in respect of or relating to (a) any and all liabilities and/or claims resulting from DDA's or Client's acts or omissions, (b) any misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement by DDA or from any misrepresentation in or omission from any certificate, exhibit, or other instrument executed by DDA in connection with this Agreement, and (c) any cost, expense or fee, including attorney's fees, incurred by Service Provider in collecting sums owed under this Agreement, whether or not related to a third-party claim.

11. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO DDA, CLIENTS OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

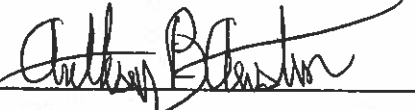
IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT.

12. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other parties; (c) may be executed in several counterparts, each of which is deemed an original but all of which constitute one and the same instrument, and may be delivered by e-mail or other electronic means; (d) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) is governed by, and will be construed and enforced in accordance with, the laws of the State of Michigan without giving effect to any conflict of laws rules; and (f) is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The waiver by a party of any breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach or violation hereof. Sections 5, 7, 8 and 9 above will survive termination of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

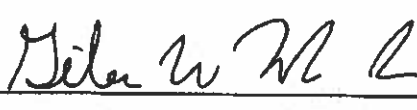
1 VISION MEDIA GROUP, LLC

BY: 

NAME: Anthony Austin

TITLE: President

**MADISON HEIGHTS DOWNTOWN
DEVELOPMENT AUTHORITY**

BY: 

NAME: Giles Tucker

TITLE: Community & Economic Development Director

