

PRODUCTION AGREEMENT

CLIENT: Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161

Shoot date(s): August 1st, 2024 – July 31st, 2025
Phone Number: 530-582-2901
Email: jcallaway@townoftruckee.com

PROJECT DESCRIPTION:

This Month-to-Month Video Creation Contract is entered into between the Town of Truckee (referred to as the "Client") and Court Leve (referred to as the "Vendor") on July 1st, 2024 (the "Effective Date").

SCOPE OF WORK:

The Vendor shall provide ongoing video creation services for up to 20 video projects for the Town of Truckee as required by the Client. This will include ongoing collection of "b-roll" footage as directed by Client and shot when applicable by Vendor. The specific details of each project, including project goals, deliverables, and timelines, will be agreed upon separately in writing by both parties for each project.

FEE AND PAYMENT TERMS:

The Client agrees to pay the Vendor a monthly fee of \$5,000.00 for the video creation services provided which includes up to 35 hours of work per month. Invoices will be submitted on the first of each month and payment is due within 15 days from the receipt of the invoice. Payments received past net 30 days will be subject to a 5% finance fee.

TERMINATION:

- a. Either party may terminate this Contract by providing written notice to the other party at least 30 days in advance.
- b. In the event of termination, the Vendor shall be entitled to compensation for any work completed up to the termination date and any outstanding payments owed.

PROJECT LIST TO INCLUDE BUT NOT LIMITED TO: (Updated 8/6/2024)

1. Street Maintenance- Day in a life of employee- to support hiring efforts and show how summer/winter work is done.
2. Single-Use Water Bottles/ Fill up stations- support implementation and community education efforts.
3. Stormwater series- what is it and why is it important.
4. STR- about the team/process and how we got to where we are today.
5. OES Series- Ready Truckee series with Truckee Fire and Animal Services/pet preparedness.
6. Transit programs- highlighting public transportation options and programs available.
7. Trail etiquette/bike safety
8. Report a problem with SeeClickFix
9. R2SC- updates throughout the planning process and implementation.
10. Housing video series with new Rooted Renters program and milestones for Lease to Locals and THAP.
11. CIP projects as they break ground.
12. Council priorities- 2025-2027.
13. How to get involved in civic engagement.
14. Preparing for winter.

LIMIT OF LIABILITY: The utmost care is taken with transportation and processing the video and/or photography. However, in the unlikely event that material have been lost, stolen, or otherwise destroyed, Court Leve's liability is limited to the return of all payments received. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost.

SECURITY DEPOSITS/CANCELLATION/KILL FEE: One half of the total is due prior to commencement of project. In the event of cancellation by Client or rescheduling for any reason, the initial payment will be forfeited. If no payments were collected prior to commencement of the work, 50% of the total is due net 30 days from cancellation or rescheduling. Client will also be responsible for all additional non-refundable expenses incurred such as travel, rentals, lodging, etc.

CLIENT SUPPLIED CONTENT: If Client provides content, they will provide, in writing, a release from the copyright holder authorizing use. **All content, including music selection and graphics if applicable, must be provided before editing will begin.**

COMMENCEMENT OF PROJECT: No work will begin until a timeline of deliverables is agreed upon.

COPYRIGHT: Court Leve retains copyright of all material unless otherwise agreed to in writing. Client is granted non-exclusive rights to the video and/or photography for a period of five years. Client may use the works only as they pertain to project outlined within this agreement. Client may not license, sub-license the work to any third party without written consent from Court Leve. Client's rights to use the images begin when all payments have been received.

EXPENSES: Client to pay actual costs of expenses incurred for the project. Expenses may include lodging, travel, food, rentals, etc. Court Leve will submit expenses with final invoice and expense reimbursement is due net 30-days. Client will be consulted before incurring any expenses.

ARCHIVAL: Upon delivery of the project, it is the sole responsibility of Client to save/backup/archive the work.

PERMITS: The Client is responsible for acquiring all permits and/or permission, if necessary, for all locations as needed.

INSURANCE: General Liability Insurance is carried. Client may be added to list of insured by providing name, phone number, email, and address. A fee of \$25.00 will be applied to final invoice.

MODEL/PROPERTY RELEASES: It is the sole responsibility of Client to secure model and/or property releases when necessary.

REVISIONS:

- a. The Vendor shall provide up to three revisions for each project at no additional cost. A revision is defined as a reasonable modification or adjustment to the video based on the initial specifications provided by the Client.
- b. Any additional revisions beyond the three allotted revisions will be subject to a fee of \$150.00 per hour, with a two-hour minimum charge. The Client shall be notified in writing and provide written approval before any additional revisions are undertaken.

PAYMENT TERMS: Client acknowledges that all payments are due 30 days from receipt of invoice. Payments received past 30 days will be subject to a monthly administration fee of 5% of the total.

Acknowledged & Accepted By: _____
Client Signature and Acceptance Date

By signing above, Client represents they are an authorized representative of their company.

Acknowledged & Accepted By:  _____ August 6th, 2024
Court Leve Productions Signature and Date

This contract supersedes any other agreements written or verbal