

PRODUCTION AGREEMENT

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

Shoot date(s): August 1st, 2025 – July 31st, 2026
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 August 1st, 2025 (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.

STOCK FOOTAGE:

Included is use of all stock photography and video assets to support Town of Truckee projects. This includes use of assets created in the past and newly created assets.

FEE AND PAYMENT TERMS:

The Client agrees to pay the Vendor a monthly fee of \$6,500.00 for the video creation services provided which includes up to 45 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:

As of 6/12/2025 full list of videos TBD based on Town's evolving messaging and initiatives. Included in the contract are 20 video projects.

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.

CLIENT SUPPLIED CONTENT: If Client provides content, they will provide, in writing, a release from the copyright holder authorizing use.

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 nonexclusive 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:

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.

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: _____

Printed Name

Client Signature

Date

By signing above, Client represents they are an authorized representative of their company, and they attest they have read and understood the entirety of this Production Agreement. This Production Agreement supersedes any other verbal or written terms. This agreement shall be governed by the laws of the State of California.

Acknowledged & Accepted By: Court Leve



June 12th, 2025

Printed Name

Photographer Signature

Date