



BACKGROUND

A. The Client is of the opinion that the Provider has the necessary qualifications, experience, and abilities to provide photography and/or videography and other services (the “Services”) to the Client.

B. The Provider is agreeable to providing such Services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Provider (individually a “Party,” and collectively the “Parties” to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage Jason Kritzberg as an Independent Contractor to provide the Client with the Services as outlined in the Agreement under “*Packages Rendered.*”
2. The Services will also include any other tasks which the Parties may agree on. The Provider hereby agrees to provide such Services to the Client.
3. With all of Provider’s Services, Provider offers one (1) complimentary revision round. This revision round includes stylistic changes to the content for anything aside from the music (if applicable) used in the content. Any additional revisions to the content after such complimentary revision round will incur a One-Hundred and Fifty U.S. Dollars (\$150.00) per revision found. If the Client wishes for the music (if applicable) for the content to be revised, such revision will cost Two-Hundred and Seventy-Five U.S. Dollars (\$275.00).
4. Client shall have the option to customize the production of their content (such as choosing the music, picking the branding, etc. if applicable). Should Client not submit its production input (if applicable) to Provider within *twenty-four (24) hours* of the scheduled shoot, Provider shall use its best judgement in producing the content and creating marketing materials for Client.
5. Should an additional day be needed for any given shoot; the Client will incur a cost of Five Hundred U.S. Dollars per two-hour shoot day (\$500.00), including up to 50 miles of travel.

TERM OF THE AGREEMENT

6. The term of this Agreement (the “Term”) will begin as of the Effective Date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement with the exception of the license term provided in Paragraph 20 below. The Term of this Agreement is applicable up until the production date, thereafter a new agreement will be drafted moving into the following months.

7. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide *thirty (30) days* prior written notice to the other Party and all payments paid up to said date will be non-refundable. In addition, the client will incur an additional cancellation fee of Two-Hundred U.S. Dollars (\$200.00). If the Client chooses to cancel less than 30 days of completion of services or renewable month, the Client will incur cancellation fee charges of Three-Hundred and Fifty U.S. Dollars (\$350.00).

8. The rendered packages & terms of this Agreement will begin and be applicable as of the Effective Date of this Agreement and remain in effect until the Services have been rendered by the Provider and the Client has submitted payment for such Services to Provider or as terminated above in Paragraph 6 in which Client shall compensate Provider for any and all Services provided by Provider to Client prior to the effective date of termination.

PERFORMANCE

9. The Parties agree to do everything necessary to ensure that the terms of this Agreement will take effect.

10. Client acknowledges that Provider must comply with any and all laws and/or regulations regarding its use of drones. As such, Provider may not be able to provide certain services to Client if providing such services would result in Provider’s breach of any applicable laws and/or regulations and/or the Federal Aviation Administration’s (FAA) guidelines with respect to the use of drones. Drone use is weather permitting.

11. The Parties agree that the Provider shall not be liable to the Client for any damages, including, but not limited to, direct, indirect, special, incidental, punitive, or consequential damages arising from or related to this Agreement, including, but not limited to, any property damage resulting from any and all Services rendered by Provider.

12. In no event shall Jason Kritzberg be held liable for loss and/or injury to Client’s pet(s) arising out of or in any way connected with the services offered by Jason Kritzberg. CLIENT HEREBY DISCLAIMS ANY AND ALL CLAIMS CLIENT MAY HAVE RELATED TO ANY SUCH LOSS AND/OR INJURY TO CLIENT’S PET(S) in relation to the services herein contemplated.

CURRENCY

13. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

14. For the Services rendered by Jason Kritzberg, the Client shall provide compensation (the “*Compensation*”) to Jason Kritzberg in the fixed amount as highlighted in the Agreement.

15. A deposit of 50% of the total order in the Agreement (the “*Deposit*”) will be payable by the Client and is non-refundable upon the signing of this Agreement. Final payment will be due upon completion of project. Should the Client decide to pay for the entirety of the package, regardless of price, at the time of the signing of this Agreement, the Parties agree that the aforementioned non-refundable deposit amounts shall still apply to said project.

16. If not paid in full (2) days after the final video is delivered, late payment fees of *Twenty-Five U.S. Dollars (\$25.00) per day* will apply to Client’s order if Client fails to pay for the Services in full.

17. Should Client fail to show up to a scheduled shoot, have the shoot site unprepared at the time of the scheduled shoot or need to reschedule a scheduled shoot within *fourty-eight (48) hours* of a scheduled shoot, Client will incur a rescheduling fee of *One-Hundred and Twenty-Five U.S. Dollars (\$125.00)*. Client may avoid any such rescheduling fee if Client notifies Provider of such rescheduling needs more than *fourty-eight (48) hours* before any scheduled shoot. If the Parties begin a scheduled shoot and a part of the shoot gets cancelled or Provider ends the production early without finishing said production, a non-refundable *\$175.00* fee will apply and a rebooking fee of *\$320.00* will incur per two-hour shoot. If the Parties begin a scheduled shoot and need to stop said shoot due to weather conditions and/or conditions in which the Parties’ safety and/or Provider’s filming equipment may be damaged, rescheduling fees shall not apply. If the Parties contract COVID-19 or other harmful illnesses within *fourty-eight (48) hours* of the scheduled production day, rescheduling fees shall not apply.

REIMBURSEMENT OF EXPENSES

18. Jason Kritzberg will not seek reimbursement for any expenses incurred in connection with providing the Services as long as the filming location of the Services is within a *fifty (50) mile* roundtrip from zip code 90024.

OWNERSHIP OF INTELLECTUAL PROPERTY

19. The Parties intend that the Provider shall retain any and all rights, titles and interests to any and all work product generated from the Services provided by Provider to Client subject to the below defined Client License in Paragraph 20.

20. *Client License to Work Product.* Provider agrees that Client shall have an irrevocable (for the license period), exclusive, non-transferable, non-assignable, fully paid, worldwide license for a period of *ten (10) years* (the “*License Term*”) to use any and all of the Client-specific work product submitted by Provider to Client. For purposes of this Paragraph 20, “*Client-specific work product*” refers to work product that is uniquely generated for a particular Client. This license includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter

or otherwise use the Client-specific work product in any way Client sees fit. At the expiration of the License Term, Client will have no further right to use the Client-specific work product without Provider's prior consent.

GOVERNING LAW & VENUE

21. This Agreement is to be governed by the Laws of the STATE OF CALIFORNIA. The Parties consent to the exclusive jurisdiction and venue of any state court located within Los Angeles County, State of California in connection with any matter arising out of this Agreement. The prevailing Party in any such disputes shall be entitled to collect from the other Party all costs incurred, including reasonable attorneys' fees.

PAYMENT METHOD FOR SERVICES:

Payment will be paid via Zelle (@ (818) 912-7984 or Jason Kritzberg), Venmo (@JasonKritzberg), or by Check made payable to Jason Kritzberg. If paying with Venmo, **please pay using a random emoji as the caption and choosing 'friends & family', only!**

Please feel free to use either (818) 912-7984 or info@jasonkritzberg.com for all communication with the Videographer.