# VIDEO PRODUCTION AGREEMENT

**BETWEEN AND** Click here to enter text.

This agreement is made this Click here to enter text.day of Click here to enter text. between the following Parties: (1) The Roman Catholic Archbishop of Los Angeles, a corporation sole (“Archdiocese”) for and on behalf of the Click here to enter text.and (2) Click here to enter text. (“PC” as in Production Company).

In consideration of the rights and obligations of the Parties set out in this agreement

**IT IS AGREED AS FOLLOWS:**

1. PC will provide Archdiocese with the crew, locations, equipment, permissions and consents necessary for the production of the following Click here to enter text. (“Video”). Support, resources, and services shall be itemized in a production budget to be presented to Archdiocese and Click here to enter text. and agreed upon by both Parties prior to commencement of production.

**PROJECT DESCRIPTION:**

Product: Video

Production Company:

Nature of Video:

Shoot Dates:

1. Archdiocese will pay PC the following sums:
2. Click here to enter text.
3. Any additional production costs above and beyond the amount specified in 2(a) and agreed upon in writing by both Parties.
4. Archdiocese shall pay PC in accordance with the following schedule:
5. Click here to enter text.
6. The remainder plus any agreed upon additional production costs will be due to PC upon delivery and acceptance of Video.
7. All rights to the Video/Film (including all footage shot) shall belong to PC. However, in consideration of the payments and other benefits Archdiocese provides to PC under this Agreement, PC grants Archdiocese an irrevocable, unrestricted, perpetual license without fee to anything PC creates for Archdiocese pursuant to this Agreement. PC waives any claim on copyright including any legal and moral rights, and agrees not to assert any claims to the materials created.
8. PC warrants that it is entitled to provide all items and services it provides for the production of the video/film project and that no third party rights will be infringed.
9. PC warrants that it will obtain services and equipment to enable it to fulfill its obligations under this agreement from reputable companies only, which are in full compliance with all applicable laws, ordinances and regulations. All PC subcontractors shall include Archdiocese in any insurance and indemnification agreements as additional insureds/indemnitees.
10. PC warrants that it will be responsible for obtaining all releases (both location and personal). In addition, PC agrees to follow all child labor laws and will obtain parental consent releases when filming with minors. PC agrees to familiarize itself with the policies of Archdiocese on the subject of interaction with minors, which is available at http://school.policy.la-archdiocese.org/Personnel/Safe\_Environment/.
11. If either party to this Agreement is wholly or partially prevented from performing its obligations by reason of an Act of God, strikes, stoppage of labor, riot, fire, flood, pandemic, acts of war, insurrection, accident, order of any court, or any specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, the time for performance of the obligations shall be postponed or discontinued, as the parties agree.
12. PC understands and agrees that Archdiocese is a Roman Catholic religious organization. Accordingly, while performing the obligations required by this Agreement, PC and its staff shall conduct themselves with due regard for the Archdiocese’s faith and morals and refrain from dress, speech or behaviors that do not conform to the teachings of the Roman Catholic Church.
13. PC shall be responsible for clearing and obtaining all necessary authorizations and/or permits with respect to all intellectual property rights and any other rights related to the production of the video/film and will, upon reasonable demand, produce to Archdiocese copies of the authorizations and/or permits.
14. PC shall be the exclusive party responsible for the safety of the personnel and equipment used in the production in that it will be liable for any accident or damage that may be caused through the fault or negligence, either by act or omission, of PC or its personnel or its associates or suppliers during the production of the video/film.
15. In all matters relating to this Agreement, PC (including its employees and agents) will be an independent contractor and not an agent, representative, partner, or joint venture participant of or with Archdiocese or its client(s). PC will not enter into any contract or commitment on behalf of Archdiocese and also will be solely responsible for making all payments to its employees, agents and contractors, including those required by law. Archdiocese or its clients will not be liable for any debts or other liabilities of PC.
16. Insurance and indemnity-PC shall carry the following insurances:
17. PC, at its sole cost and expense, shall obtain and keep in force policies of general liability and property damage insurance with a carrier admitted in the State of California, insuring PC, the Roman Catholic Archbishop of Los Angeles, a corporation sole, against any liability arising out of any act, omission, or alleged act or omission of PC and any of its officers, directors, licensees, employees, agents, independent contractors, guests, vendors and invitees, including but not limited to property damage, including loss of use, personal or bodily injury. The amount of such insurance shall be not less than Two Million Dollars ($2,000,000.00) combined single limit. PC shall also obtain and keep in force during the entire term of this Agreement a policy of workers’ compensation insurance and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. The Roman Catholic Archbishop of Los Angeles, a corporation sole, shall be named additional insured under the general liability policy described above, which said policy shall be so specifically endorsed. All insurance required to be obtained by PC pursuant to this Agreement shall be primary to any other insurance available to The Roman Catholic Archbishop of Los Angeles, a corporation sole, and any insurance available to Archdiocese shall be excess and noncontributing with respect to insurance required to be obtained by PC. Certificates of Insurance and Additional Insured Endorsements are to be filed with Customer prior to commencement of any services pursuant to this Agreement.
18. PC will and does indemnify, defend and hold harmless Archdiocese, its agents and employees, from and against all liabilities, costs, claims, damages, losses and expenses, including but not limited to reasonable attorneys’ fees, and other costs and expenses incurred as an incident thereto, arising out of the performance of this Agreement, or any breach of any of the terms contained herein, including any such claims, damages, loss or expense attributable to bodily injury, sickness, disease or death to any person, injury to or destruction of real or personal property, to the extent caused in whole or in part by any negligent or intentional acts or omissions of PC, its agents, employees or invitees, and anyone for whose acts PC may be liable, except that PC shall not be required to indemnify Archdiocese for the sole negligence or willful misconduct of Archdiocese.
19. PC acknowledges that such information that it obtains for use in the video/film and Archdiocese is confidential and will treat it as such.
20. PC shall indemnify Archdiocese in respect of any liability, loss or costs (including legal costs) which Archdiocese incurs or suffers as a result of the PC being in breach of its obligations under this Agreement and Archdiocese shall indemnify PC on the same basis for any breach by Archdiocese of its obligations under this agreement.
21. Archdiocese or PC may terminate this Agreement by notice in writing (including e-mail) and on termination Archdiocese shall pay PC all costs that the PC has incurred or contractually committed itself to in this Agreement or any other additional written instrument. If the costs are less than the fees already paid to PC, PC will return any unused funds to Archdiocese. If either of these occurs, PC agrees to provide detailed expense records to Archdiocese.
22. This Agreement is governed by the laws of the State of California. In the event of a dispute arising out of this Agreement, the Parties agree that it shall first be submitted to the Vicar General of Archdiocese, who shall reduce his decision to writing. In reaching a decision the Vicar General may refer to federal, state and local laws and regulations and to the Code of Canon Law of the Roman Catholic Church, as applicable. Either party may submit the Vicar General’s decision to the court for enforcement against the other party. After exhausting the Vicar General’s process, PC may submit the dispute to whichever governmental adjudicatory body is applicable.

Agreed and accepted by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_