



PRODUCTION SERVICE AGREEMENT

Corporate Offices: 321 Pine Ridge Road • Chattanooga, TN 37405
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The purpose of this Agreement with the Terms and Conditions attached is to insure that all parties know and understand what is expected of them. When signed below by you "the Client," and by Philadelphia Group, this will constitute the entire Agreement of the parties.

Primary Client Contact: _____ Job Number : _____
 Client Name: _____ Date: _____
 Mailing Address: _____ Phone: _____
 Shipping Address: _____ Fax: _____
 City: _____ State: _____ Zip: _____ e-Mail: _____

The parties agree that Philadelphia Group will produce ____ Multi-Media presentation(s) with a running time of approximately ____ minutes each. Philadelphia Group will provide the following **checked** services to you, the Client.

- | | | |
|--|--|--|
| <input type="checkbox"/> Define the goals, with client | <input type="checkbox"/> Incorporate special effects | <input type="checkbox"/> Provide to Web capable production |
| <input type="checkbox"/> Develop the storyboard | <input type="checkbox"/> Incorporate transitions | <input type="checkbox"/> Provide e-mail capabilities |
| <input type="checkbox"/> Create the "Vision", with client | <input type="checkbox"/> Incorporate existing client video | <input type="checkbox"/> Design DVD label |
| <input type="checkbox"/> Write the script | <input type="checkbox"/> Incorporate client pictures | <input type="checkbox"/> Labeling/Packaging of DVD's |
| <input type="checkbox"/> Determine how, and by whom, film will be narrated | <input type="checkbox"/> Incorporate client forms | <input type="checkbox"/> Volume production and distribution of DVD's |
| <input type="checkbox"/> Travel to production site | <input type="checkbox"/> Incorporate client catalog | <input type="checkbox"/> Fulfillment services |
| <input type="checkbox"/> Provide equipment for production | <input type="checkbox"/> Sound tracks or original music | <input type="checkbox"/> Web design |
| <input type="checkbox"/> Film the production | <input type="checkbox"/> Production and editing services | <input type="checkbox"/> Web maintenance |
| <input type="checkbox"/> Provide needed professionals | <input type="checkbox"/> Design content page | <input type="checkbox"/> Other – |

You agree to actively and fully participate in your project to define the goals, create the vision and establish the Storyboard. Changes made **after** filming begins will result in a change order for additional charges.

It is also understood by you, the client, that Philadelphia Group will spend considerably more time and resources in developing the special effects, transitions and other aspects of the production than are being charged to you. Therefore, Philadelphia Group will maintain ownership of the Production Masters as well as retain ownership in the copyright in all images other than the client's logos, trademarks, brochures, forms and client-provided video. Philadelphia Group shall have the right to use any or all of the client's production for its own marketing purposes unless otherwise agreed. By reference herein, the Terms and Conditions of this Agreement are incorporated into and constitute an integral part of the parties' Agreement.

It is further agreed that Philadelphia Group may tag a reference to Philadelphia Group as part of the exit portion of the video and may include a copyright notice on the label or packaging with Philadelphia Group toll-free number unless otherwise agreed.

_____ is designated by the client to give final approval of the production prior to delivery.

The production contract price is _____, and includes ____ DVD's. Payments are to be made in 3 installments of _____ each. One-third (1/3) is due at signing of this Agreement; (this amount is non-refundable once the Agreement is accepted by Philadelphia Group). One-third (1/3) is billed on the first day of filming and due in 10 days and the final one-third (1/3) payment upon Approval of the master by you the client.

The price quoted for additional DVD's is _____. (This price is effective for 90 days following execution of this agreement.)

Executed this _____ day of _____, 201____. Account Manager: _____ ID No. _____

 Signature
 Typed/Printed Name
 Title

Accepted by: _____

 Philadelphia Group



1. Acceptance. This Agreement contains the entire contract between the parties with respect to the services and materials to be provided under this Agreement, and no contract or other understanding in any way attempting to change or modify the terms of this Agreement shall be binding upon Philadelphia Group unless otherwise expressly agreed to by Philadelphia Group in writing.

2. Services Provided. Philadelphia Group shall provide film photography, editing and computer graphic design services to Client for the production of DVD's and web video as checked in this Agreement.

3. Payment and Expenses. Payment shall be made in three (3) non-refundable increments: 1/3 at contract signing; 1/3 within 10 days of filming, and the final 1/3 upon delivery of client's production.

4 Change Orders. Any subsequent change orders for additional services or products shall be in writing and shall only affect the types, quantities and pricing of the services and products being provided.

5. Warranties. Philadelphia Group shall not be responsible for delays or defaults where occasioned by any causes of any kind, which may be deemed to be beyond its control including, but not limited to: problems with equipment or material, problems with client schedule coordination, civil disorders of any kind, fires, floods, accidents or acts of God.

Philadelphia Group expressly disclaims any warranty as to the accuracy or the content of the information and text contained in client's video film and is not responsible for client's knowing or inadvertent violations of local, state or federal law.

6. Indemnification. To the fullest extent provided by law, Client agrees to indemnify, defend and hold harmless Philadelphia Group, its officers, employees and representatives from and against any and all claims, damages, losses, expenses (including reasonable attorney fees), or liabilities of any nature whatsoever, and any and all lawsuits, causes of action and proceedings thereon allegedly arising from or attributable to

(i) The services furnished under this Agreement;

(ii) Client's failure to comply with any applicable law, rule or regulation regarding the protection of third-party copyrights or trademarks;

(iii) The delivery of consumer or sales information which is substantively inaccurate as recorded by Client or his employees or agents; or

(iv) Any breach or default by Client under this Agreement except when caused by the proximate negligence of Philadelphia Group; but only to the extent caused in whole or in part by the negligent or willful acts or omissions of Philadelphia Group or anyone whose acts Philadelphia Group may be liable for.

This indemnity shall survive the completion, termination or cancellation of this Agreement, or any part hereof.

7. Resolution of Disputes. In the event of a dispute between the parties, Client agrees to the jurisdiction and venue of the Courts of Chattanooga, Hamilton County, Tennessee, for resolution of such disputes.

8. Applicable Law. Client further agrees that all disputes shall be resolved using the laws of the State of Tennessee.

9. Severance. In the event that a provision of this Agreement is determined to be invalid pursuant to Federal or State law, regulation or

rule, the invalidity of such specific provision shall not invalidate the remaining provisions within this Agreement.

In the event of such invalidity, the parties shall diligently undertake to take whatever corrective action is necessary to ensure compliance with such laws, regulations or rules.

10. Entire Agreement. The parties agree that this Agreement constitutes the entire agreement of the parties and no modification, alteration, or addition shall be made hereto unless agreed to in writing by both parties.