

# SPONSORSHIP / BRANDED CONTENT AGREEMENT

Date \_\_\_\_\_ Job # \_\_\_\_\_

This Agreement is made as of this date, \_\_\_\_\_, between \_\_\_\_\_ Sponsoring Client ("**Sponsor**"), and \_\_\_\_\_ ("**Filmmaker**").

Filmmaker hereby agrees to produce the production of the below referenced media(s) ("Specified Media(s)"), subject to and in accordance with all terms, conditions, and schedule set forth herein.

## PROJECT

Filmmaker and Sponsor agree to the below project, product placement and project sponsor price.

### Project Description:

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### Product Placement | Logo Placement | Credit Requirement:

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Total Project Sponsor Cost: \$ \_\_\_\_\_. Sponsor understands payment is due upon signing.

## QUALITY

It is the essence of this Agreement that all completed media and services produced by Filmmaker shall be of applicable production standards. Filmmaker agrees that the media shall be of quality, artistically produced with direction, photography, sound, art, animation, synchronization and other physical and aesthetic content as agreed upon in the Agreement.

## TERMS

### 1. FURNISHING MATERIALS, SERVICES, & RELEASES

- A. Sponsor: Sponsor shall supply the sponsor project cost.
- B. Filmmaker: Filmmaker shall deliver the completed project media(s) pursuant to this Agreement and the credit requirements of Addendum A

### 2. OWNERSHIP

Except as otherwise provided herein, Filmmaker owns all rights, including creative direction, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well as in and to all the exposed negatives, positives, out-takes and clips.

### 3. INDEPENDENT CONTRACTOR

It is understood that Filmmaker's status under this Agreement is that of an independent contractor and that all

persons engaged by Filmmaker in performing its obligations shall not be deemed employees of Sponsor.

### 4. FILMMAKER WARRANTIES

Filmmaker represents and warrants:

- A. That Filmmaker has full right to enter into this Agreement and to perform its obligations hereunder and will comply with all applicable Federal, State and Local Laws, ordinances and regulations and with all applicable union agreements to which Filmmaker is a signatory.
- B. That Filmmaker will use reasonable efforts to obtain all licenses, consents and rights necessary and incident to the performance, reproduction and exhibition of the Specified Media(s) with respect to materials, elements and services provided by Filmmaker.

**5. SPONSOR WARRANTIES**

Contracting Sponsor represents and warrants:

A. Sponsor shall pay Filmmaker within 30 days signing this Agreement.

**6. PAYMENT**

Sponsor understands that the specified terms of payment under this Agreement are based upon timely cash payment within 30 days.

**7. INDEMNIFICATION**

Sponsor agrees to indemnify, defend, and hold harmless Filmmaker and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation in this Agreement. Sponsor shall indemnify Filmmaker against all claims and expenses arising from uses for which the Sponsor does not have rights to or authority to use.

**8. ALTERATIONS**

Any alterations of original art (color shift, mirroring, flopping and paste) creating additional art is prohibited without the express permission of Filmmaker. Filmmaker will be given first opportunity to make any alterations required. Unauthorized alterations is not permitted.

**9. CONTINGENCY AND WEATHER DAYS**

A. A contingency day is any day where a scheduled media/film shooting has been prevented from occurring due to circumstances beyond the control of the production company.

B. These circumstances may include but should not be limited to:

- (1) Weather conditions (rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the Sponsor).
- (2) Injury, illness, or absence of Sponsor-supplied elements (e.g. key talent, color correct products).
- (3) "Force majeure" (meaning but not limited to, earthquake,

riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism, and acts of God).

(4) "Sponsor Insured Re-Shoots" (any additional days for a job insured by the Sponsor, who is therefore authorizing the expenditure). The Sponsor should be provided with a contingency day cost which should be approved prior to proceeding with that shoot day.

C. The Production Company recognizes its obligation to minimize contingency day liabilities.

D. Sponsor understands that Contingency Days may cause the project not to be completed.

**10. DISPUTE RESOLUTION**

Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration where the Production Company office authorizing this Agreement is located. The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

**11. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement and any Addenda attached hereto shall constitute the entire agreement between Filmmaker and Sponsor. Any amendment hereto must be in writing and signed by each party.

**12. NO WAIVER**

Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

**13. ENFORCEABILITY**

If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

**14. APPLICABLE LAW**

This Agreement shall be interpreted and governed by the local laws of the jurisdiction where the Production Company office authorizing this Agreement is located.

Agreed and signed:

**Sponsor:**

**Production Company:**

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Sponsor Address: \_\_\_\_\_

Filmmaker Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

## **Addendum A**

### **Schedule**

Below is a description of the project schedule.

Filmmaker will set calendar dates for the following workflow and production process.

**Pre-Production:**

Research & Development and conceptual - production preparation - travel preparation - production scheduling.

**Production:**

Shooting Schedule - Media management and back ups - Location wrap.

**Post Production:**

Music Selection - Editing & sound Design - Motion Design & Animation - Color Correction - Mastering.

**Post Production Wrap:**

Archive project files and media.