

# PRODUCTION CONTRACT

Contract Location: \_\_\_\_\_

## Parties:

Producer Name: \_\_\_\_\_

Producer Address: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

## Project Description:

This Production Contract sets forth the terms and conditions under which Producer agrees to produce and Client agrees to purchase the specified production services and deliverables, subject to the conditions herein.

## Scope of Work:

Producer shall provide all necessary labor, materials, equipment, and supervision required to complete the production project as detailed in attached schedules and specifications. All work shall be performed in a professional and workmanlike manner, consistent with industry standards.

## Deliverables:

Producer shall deliver to Client the final produced materials, including but not limited to recordings, edited footage, artwork, digital files, and any other agreed-upon items as specified in the attached Exhibit A. Deliverables shall conform to the specifications and quality standards set forth herein.

## Term and Termination:

This Contract shall commence upon execution and continue until completion and delivery of all deliverables unless earlier terminated as provided herein. Either party may terminate this Contract upon written notice if the other party materially breaches any term and fails to cure within fifteen (15) days of notice.

## Payment Terms:

Client agrees to pay Producer the total sum specified in Exhibit B in accordance with the payment schedule set forth therein. Payments shall be made by wire transfer, check, or other mutually agreed method. Late payments shall bear interest at the maximum rate permitted by law.

## Ownership and Intellectual Property:

Upon full payment, all rights, title, and interest in the deliverables shall transfer to Client. Producer represents and warrants that the deliverables are original works and do not infringe on any third party rights. Producer retains the right to use produced materials for portfolio purposes, unless expressly prohibited in writing.

## Confidentiality:

Each party agrees to keep confidential any proprietary or confidential information disclosed by the other party, using at least the same degree of care as it uses to protect its own confidential information, and not to disclose such information to any third party without prior written consent, except as required by law.

**Warranties and Representations:**

Producer warrants that services will be performed in a professional manner consistent with industry standards. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PRODUCER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Indemnification:**

Each party shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising out of or related to any breach of this Contract or negligence by the indemnifying party.

**Limitation of Liability:**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Force Majeure:**

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, government orders, strikes, labor disputes, or failure of suppliers or subcontractors, provided that the affected party notifies the other promptly and takes reasonable steps to mitigate the impact.

**Governing Law and Jurisdiction:**

This Contract shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of law principles. Any disputes arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Dispute Resolution:**

The parties agree to attempt in good faith to resolve any dispute arising out of this Contract through negotiation. If negotiation fails, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, with the arbitration to be conducted in \_\_\_\_\_, \_\_\_\_\_.

**Entire Agreement:**

This Contract, including all exhibits and attachments, constitutes the entire agreement between the parties with respect

to the subject matter herein and supersedes all prior agreements, understandings, and negotiations, whether oral or written. Any amendments must be in writing and signed by authorized representatives of both parties.

**Severability:**

If any provision of this Contract is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

**Counterparts and Electronic Signatures:**

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures or PDF copies of signatures shall be deemed valid and binding.

**PRODUCER'S SIGNATURE**

**CLIENT'S SIGNATURE**

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

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

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