

VIDEO PRODUCTION AND DISTRIBUTION AGREEMENT

Location: _____ Date: _____

Producer Information:

Full Name/Company: _____

Business Address: _____

Phone/Email: _____

Client Information:

Full Name/Company: _____

Business Address: _____

Phone/Email: _____

Project Details:

Video Title/Description: _____

Format/Length: _____

Deliverables: _____

Compensation and Payment Terms:

Total Fee: _____ USD

Payment Schedule: _____

Clause 1 – Scope of Work

Producer agrees to produce the video project described above (the “Work”) in accordance with the specifications, script, and schedule mutually agreed upon by Producer and Client.

Clause 2 – Grant of Rights

Upon full payment, Producer grants Client exclusive, worldwide, transferable rights to the completed Work in all media now known or hereafter devised, for the purposes described in this Agreement.

Clause 3 – Delivery

Producer shall deliver the final video in agreed formats by the delivery date specified, subject to timely Client approvals and receipt of necessary materials.

Clause 4 – Revisions

Client is entitled to ____ rounds of revisions. Additional revisions beyond those shall be billed at Producer’s standard hourly rate.

Clause 5 – Ownership and Intellectual Property

Producer retains ownership of all raw footage and pre-existing intellectual property included in the Work, except as expressly assigned to Client herein.

Clause 6 – Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this

Agreement and shall not disclose to third parties without prior written consent.

Clause 7 – Warranties and Representations

Producer warrants that the Work will be original, not infringe on any third party rights, and will be delivered free of defects. Client warrants that all materials provided do not infringe on third party rights.

Clause 8 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other against any claims, damages, liabilities, and expenses arising from breach of warranties or unauthorized use of materials.

Clause 9 – Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, or punitive damages arising out of this Agreement.

Clause 10 – Termination

Either party may terminate this Agreement for cause if the other party materially breaches and fails to cure such breach within ____ days of written notice. Upon termination, Client shall pay for all Work performed up to the date of termination.

Clause 11 – Force Majeure

Neither party shall be liable for failure to perform due to causes beyond reasonable control, including but not limited to acts of God, war, or governmental action.

Clause 12 – Independent Contractor

Producer is an independent contractor and not an employee or partner of Client. Producer is responsible for all taxes and insurance related to its services.

Clause 13 – Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of _____. Any disputes shall be resolved through binding arbitration in _____ County, _____, in accordance with the rules of the American Arbitration Association.

Clause 14 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

Clause 15 – Notices

All notices shall be in writing and deemed effective when delivered personally, by certified mail, overnight courier, or email with read receipt, to the addresses specified herein or as updated in writing.

Clause 16 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 17 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

Clause 18 – Client Responsibilities

Client shall provide timely feedback, approvals, and all necessary materials and permissions required for Producer to

perform the Work.

Clause 19 – Expenses

Unless otherwise agreed, Client shall reimburse Producer for pre-approved expenses incurred in connection with the Work upon submission of receipts.

Clause 20 – Warranty Disclaimer

Except as expressly stated, the Work is provided “AS IS” without any warranties of any kind.

PRODUCER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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