
Date: September 27, 2022

Video Agreement

Flannel Media, LLC & Whatcom Transit Authority
Project: Youth Ride Free

POINT OF CONTACT

Genevieve Carrillo will be the main point of contact for this Agreement, and all communications and final decisions will pass through Genevieve Carrillo. Whatcom Transit Authority will be referred from here on out as “the client”.

PERFORMANCE OF SERVICES

1. Pre-Production
 - a. Kickoff Meeting - After the signed agreement has been received, and first invoice paid, the client and Flannel Media will schedule a kick off meeting to discuss the direction of the video(s).
 - b. Storyboard - A draft of the storyboard for each video will be sent to the client for feedback, and will go through (up to) a total of two rounds of edits.
 - i. If the client doesn't provide Flannel Media with requested revisions **within ten business days**, it will be considered there are no edits needed, and that will be considered the **final version of the storyboard**.
 - c. Within fifteen days of the client receiving the final version of the storyboard, the client must schedule a time with Flannel Media for filming. The filming date must be scheduled for a date no more than six weeks from the date the client approves the final storyboard. The filming date may be rescheduled with written notice from the client at least two business days before the scheduled filming date.
2. Production
 - a. **Flannel Media will film for up to 1 day.** The client is responsible for providing adequate access to their premises, employees, and other individuals as set out in the storyboard for the project at a scheduled time to allow Flannel Media to film. The client or client's representative must be present at the scheduled time.
 - b. In the case that more filming time is requested or required, **the client will be notified of the additional cost before additional filming takes place.**
 - c. Flannel Media will film & direct the video(s).

3. Post Production

- a. Video - Our videos go through (up to) three rounds of revisions:
 - i. Rough cut, assembly cut, & fine cut
 - b. Each cut is an opportunity for you to tell us what's working and what's not. The rough cut of your video will be provided before October 14th, 2022. If the client does not submit desired revisions within seven business days, Flannel Media will proceed to the next cut. Each time you submit your detailed notes, Flannel Media will make appropriate edits and provide a new version for your review before proceeding to the next cut. After your notes on the fine cut, the next version of the video we deliver is considered the final cut (finished video). If additional edits (beyond the three rounds) are requested, the client will be billed for all additional editing at \$150 an hour. The final video will be delivered to the client within 15 business days of final edits.
4. If the client does not request revisions **within 15 days of Flannel Media providing the client with each cut**, it will be considered there are no edits needed, and that will be considered the final version of the video, at which point the client will be billed for the amount set forth in this video agreement. If the client should request edits after the 15 day period, edits will take place at \$150 per hour.
 5. Flannel Media may require specific information or selections from the client in order to edit the product. This request will be made in writing and no further editing will occur until the information or selection is provided by the client in a written response.

KEY DELIVERABLES

The deliverables Flannel Media will create for the client:

1. Youth Ride Free Video (with and without subtitles) - 2:00
2. Youth Ride Free Video w/ Subtitles - 2:00
3. Four social media videos :15 - :30

PAYMENT

1. The client agrees to pay Flannel Media, a total sum of \$9782.82
2. The client agrees to pay for the following services:
 - a. Pre Production - Qualifying meeting, kickoff meeting, storyboard, day of filming plan.
 - i. Invoice for pre-production due September 30, 2022.
 - b. Production - Director services, filming, footage backup, talent coaching
 - i. Invoice for production due October 14, 2022
 - c. Post Production - Editing, color correction, client communication & incorporation of feedback, audio enhancement, music selection
 - i. Invoice for post production due October 30, 2022
 - d. Invoices outstanding for 30 days or more will be subject to a **fee representing 2% of the invoice amount** for each month the invoices goes unpaid.

CANCELLATION POLICY

Once payment for each of the three stages has been completed, the payments are non-refundable. Flannel Media reserves the right to cancel the contract for any reason. If the cancellation is initiated by Flannel Media, all monies paid to Flannel Media from the client will be refunded. Refunds will be paid within 15 calendar days.

FAILURE TO NOTIFY

If the client fails to notify Flannel Media within 48 hours of a change of shoot location, date, or time, that was previously agreed and planned upon for a reason outside of catastrophe (fire, flood, earthquake, family death, injury, etc.) or a previously agreed upon reason by both parties (a weather dependent shoot) the client will be billed \$637. This is separate from the total amount for the project.

PROJECT SCOPE

Should the client request Flannel Media to create additional videos, other videos from the footage captured, additional edits beyond the three editing stages outlined, or additional work not outlined in this contract, a bid for this service will be provided to the client at that time by Flannel Media.

ALTERATIONS TO VIDEOS

The client may not make any changes to the videos produced by Flannel Media. This includes editing, splicing, adding music, changing the color, combining other video footage with Flannel Media's finished product. If the client would like a different video to be produced, the client may contact Flannel Media for a quote.

UN-ARCHIVE FEE

If the client requests edits after 60 days of the project having been finalized, there will be an un-archive fee of \$750 in addition to fees related to performing the work. If the project is considered abandoned, and the client wishes to engage the project again, there will be an unarchive fee of \$750.

VIDEO RELEASE FORM

It is up to the client to determine if they need a video release form signed by the people in the video. If needed, Flannel Media will provide our release form.

DRONE AND AERIAL VIDEO

It is up to the client to determine if the organization we are working with allows drone footage. We suggest checking through the proper channels. This has only been an issue one time, at a school where the school had rules against drone flying on campus. Flannel Media will determine if it is legal to fly a drone at the physical location, and will follow FAA guidelines.

PROJECT STALL / ABANDONMENT

If for any reason, (new marketing efforts, new direction, new leadership, etc.) the project is stalled or abandoned by the client and no longer deemed necessary to complete, Flannel Media will still be paid the full and total amount agreed upon in this contract.

A project will be deemed stalled / abandoned if:

1. The client fails to pay any invoice within 45 days of the invoice being sent
2. The client fails to schedule a filming time within 30 days of the client receiving the final version of the storyboard.
3. The client fails to respond to Flannel Media's written attempts to contact the client within 30 days.
4. The client does not provide feedback on the videos within 30 days of being sent each version.
5. The client does not work with Flannel Media to produce the videos set forth in this agreement.

If the project is deemed stalled or abandoned, the project will be archived and the client will be billed for the total amount agreed upon in this contract. If the client wishes to make edits after the project has been abandoned, the client will be billed an unarchive fee of \$750, in addition to post production rates of \$150 / per hour.

RIGHTS UPON COMPLETION

The client, upon completion of the project, will own the final product, and is entitled to use the final product on social media, website, TV, email marketing, etc.

Flannel Media will retain rights to the final product to use as examples of work, marketing materials, etc. Flannel Media owns all raw footage captured during the duration of the video shoot. Flannel Media reserves the right to create videos from the raw footage.

BEHIND THE SCENES / STILLS

The client acknowledges Flannel Media will use behind the scene footage, work in progress footage, and still images from the video as a part of marketing on social media, email, print promotions, etc.

RESOLVING DISPUTES

If dissatisfied with the final product, the client will contact Flannel Media within seven days of receiving the final product in order to allow Flannel Media an attempt to cure to the client's satisfaction or enter into agreement for further editing at the client's sole expense. If a dispute arises under this Agreement outside of this seven day window or Flannel Media is unable to cure, the parties agree to first try, in good faith, to resolve the dispute with the help of a mutually agreed-upon mediator in Whatcom County, Washington. Any costs and fees, other than attorney fees, associated with the mediation will be shared equally by the parties.

ENTIRE CONTRACT

This contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.

Client Name Les Reardanz Client Signature *Les Reardanz* Date 9/27/22