



PRODUCTION CONTRACT

1. The Purpose of this document is to establish a contract between **DFX Productions**, hereinafter referred to as **PRODUCER**, and

CLIENT: " _____ " hereinafter referred to as **CLIENT** for the production of an (a) audio recording (b) videotape program, (c) multimedia program or (d) other, hereinafter referred to as the **PROJECT**.

2. **PRODUCER** offers to produce the **PROJECT** for **CLIENT** in exchange for valuable consideration as specified in Paragraph 9 below.

3. **DESCRIPTION OF THE PROJECT**: The **PROJECT** is to be a (Length of time) **Hours**: ____ **Minutes**: ____ minutes of color, sound Video Tape/CD/Audio Tape/ or Other Media about:

Title: _____ **Media Type**: _____

The **purpose** of the **PROJECT** is:

Additional Notes:

No other use of the project is anticipated, nor have terms of consideration been agreed upon to for any but the use specified herein.

4. The **PRODUCER** shall provide the **CLIENT** an estimate or a written script in a format standard to the production industry prior to the start of production (when applicable). **CLIENT** shall have the right to approve said script or estimate for production or stipulate changes thereto in order to make said script or estimate suitable for approval for the **CLIENT**. Said approval shall be in writing with a signature block for the **CLIENT**. Any changes made by the **CLIENT** to the script or project after entering into contract may alter the final billing.

5. **PRODUCER** shall, subsequent to script or estimate approval, exercise sole discretion in the hiring and firing of cast, crew and other production staff. The producer insures the highest possible standards of production for the specified budget.

6. **CLIENT** shall approve the written production budget submitted in advance by the **PRODUCER**. **PRODUCER** warrants that the production shall cost no more than the grand total listed on said budget without prior written consent of the **CLIENT**. **CLIENT** reserves the right to increase, not decrease said budget at any time after budget approval.

7. **PRODUCER** shall submit production schedule to the **CLIENT** for approval. Once said production schedule is approved in writing, any deviation or delay therefrom caused by the **CLIENT** shall be considered unreasonable and any costs for said delay shall be charged to the production budget over and above the original grand total of said budget.

Client (initials)

Producer (initials)



8. **PRODUCER** insures to provide a finished version of the **PROJECT** to the **CLIENT** within a reasonable time frame at the **CLIENT'S** place of business which is

Contact: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

9. The grand total of the production budget for **PROJECT** approved by the **CLIENT** is \$ Amount (US): \$ _____

This total is payable as follows: (**Deposit** is non-refundable) (Specific Amounts)

[a] 50% **Deposit** to confirm and initiate project \$ _____

[b] 30% upon script or storyboard approval \$ _____

[c] balance upon delivery to **CLIENT** of the finished project. \$ _____

* recording sessions and duplication services **must** be prepaid in full 10 days in advance. (see additional agreement)

10. **Warranties – DFX Productions** makes no warranties express or implied, with respect to the **PROJECT** that is the subject matter of this contract. Weather conditions and any other “acts of God” are not grounds to cancel the **PROJECT**, they can, however, delay the timeline for completion of **PROJECT** with no penalty resulting to either party.

11. **Cancellation:** This **PROJECT** may be canceled by **CLIENT** at anytime during the process; however, cancellation shall not result in the refund of any funds already paid to **PRODUCER**. All funds paid to **PRODUCER** are earned at time of payment.

12. There are no other agreements or codicils relative to this **PROJECT** between either of the parties hereto either verbally or in writing and this document constitutes the entirety of the contract.

I have read, understand and agree with every provision of this contract and by my signature, hereby certify that I accept and agree to abide by them and that I am competent and legally qualified to enter in to such a contract.

Executed on this day of **Today's Date:** 2/21/07 in city of Palm Beach Gardens, FL,

located in Palm Beach County by:

Signatures:

CLIENT
Authorized Signatures are required for final approval.

DATE

PRODUCER

DATE