



RETAINER AGREEMENT

Date July 22, 2021

Job # (name) VMC- Mendocino County Promotional Videos

This Agreement is made as of this date, _____, between Visit Mendocino (VMC), Contracting Client ("**Client**"), and Fuller Digital Media (FDM) - ("**Producer**").

Producer hereby agrees to produce and deliver to Client the production of the below referenced media(s) ("Specified Media(s)"), subject to and in accordance with all terms, conditions, and specifications set forth herein. Producer's responsibilities for furnishing media are detailed in attached Addendum A Production Specifications Form.

PROJECT

Producer and Client agree to the below project summary, the project contract price and the detailed production outline in the Addendum A Production Specifications Form.

This is a retainer fee-based project between VMC and FDM in which it is agreed that for the sum of \$2500 per month FDM will deliver one promotional video a month for six months per business or entity as specified by VMC. The videos are not to exceed a total run time of three minutes (3:00).

Total Project Cost: \$ 15,000.00 (6 x \$2500). Contingency Change Edits Cost: \$ N/A

Due upon signing of contract: \$ 2500 (first month retainer).

FDM will bill VMC each month for the amount of \$2,500.00 as a retainer fee.

Client understands final payment for the project is required within 30 days of project completion. For any late payments, Client may be charged at the Producer's discretion, an amount equal to the current prime rate +10% (as charged by Producer's bank from time to time) on unpaid amounts until paid, compounded monthly. If at any time, Client desires to make any changes or variations from the completed project, or the script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress and such changes result in additional costs to Producer, including person hours, reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

TERMS

1. FURNISHING MATERIALS, SERVICES, & RELEASES

A. Client: Client shall provide celebrity talent (when needed), creative guidance/supervision, and related clearances, unless otherwise noted in the Addendum A Production Specifications Form. Producer is not responsible for Editorial/Post Production subcontract. If client does not want royalty-free licensed music, client will supply track or musical composition(s) and rights clearances unless otherwise specified. Client or its designated signee will sign off on specific stages of the production process as outlined in Addendum B.

B. Producer: Producer shall deliver the completed project media(s) pursuant to this Agreement and the requirements of Addendum A. Producer shall deliver to Client consents, waivers or releases from all talent and all persons or entities who have rendered services to Producer in connection with the Specified Media(s) to the extent permissible by applicable union or guild agreements. Producer shall supply everything else required for the delivery of the Specified Media(s) unless

exceptions are so noted in Addendum A. Producer will not proceed into the next stage of a production until appropriate sign off are and/or payments are received as outlined in Addendum B.

2. CHANGES EDITS IN SPECIFICATIONS

If at any time, Client desires to make any changes or variations from the completed project, script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress, and such changes result in additional costs to Producer, including person hours, reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

3. OWNERSHIP

Except as otherwise provided herein, Client owns all rights, title and interest in and to all media(s) subject of this Agreement, including all copyrights therein as well as in and to all the exposed negatives, positives, out-takes and clips. Producer is granted rights to use deliverables as examples of work in the marketing and promotion of their business unless otherwise specified in Addendum A.

4. SECURITY/CONFIDENTIALITY

Producer understands that some information for said media(s) may be of a confidential and/or sensitive nature. Producer agrees, at Client's written request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Producer to produce media(s) in the usual and customary manner under this Agreement.

5. INDEPENDENT CONTRACTOR

It is understood that Producer's status under this Agreement is that of an independent contractor and that all persons engaged by Producer in performing its obligations shall not be deemed employees of Client.

6. PRODUCER WARRANTIES Producer represents and warrants:

A. That Producer 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 Producer is a signatory.

B. That Producer 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 Producer.

7. CLIENT WARRANTIES

Contracting Client represents and warrants:

A. Client shall pay Producer within 30 days of deliverables noted in Paragraph 1 of this Agreement.

8. DELIVERY OF MATERIALS

Delivery of the Specified Media(s) shall mean delivery of the referenced media(s) in paragraph 1 by Producer to Client.

9. MINIMUM PRODUCTION CHARGES

Unless otherwise specified in Addendum A Production Specifications Form Client agrees to the minimum call out time for a production shoot of two (2) hours regardless of the scope of the project.

10. PAYMENT

Client understands that the specified terms of payment under this Agreement are based upon timely cash payments within 30 days. If Client chooses to defer paying any amount beyond the date on which it is due, Client may be charged at the Producer's discretion, as additional consideration, an amount equal to the current prime rate +10% (as charged by Producer's bank from time to time) on unpaid amounts until paid, compounded monthly.

11. INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless Producer 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. Client shall indemnify Producer against all claims and expenses arising from uses for which the client does not have rights to or authority to use. The client will be responsible for payment of any special licensing or royalty fees resulting from the unauthorized use of graphics, music, video, film, photography, design, animation, and branded content.

12. TAX LIABILITY

Any sales tax, use tax, or other tax payable on production and delivery of Specified Media(s) to Client(s) (other than sales tax arising from Producer's purchases of materials or supplies in connection with the production) shall be the responsibility of Client who shall pay, defend and hold harmless Producer from payment of any such taxes.

13. ASSIGNMENT

This Agreement may not be assigned by either party without the written consent of the other.

14. INSURANCE COVERAGE

(3) Client shall obtain, pay for and maintain Professional Liability (Errors and Omissions Liability) insurance covering all intellectual property right infringement(s) that arise from any and all uses of the media. Producer will be notified in writing prior to signing this Agreement. Client will obtain and maintain insurance coverage with respect to Agency/Client job(s) at no cost to Producer and name Producer and Director as a "named insured" on said policies prior to the commencement of preproduction. All Agency/Client supplied insurance will be deemed to be the primary coverage and issued on a non-contributory basis. Agency/Client Umbrella Liability limit will be \$1,000,000. Client will be responsible for any additional insurance premiums resulting from the need to purchase special coverage not provided by the coverage and pay any and all deductibles associated with Client insurance program. Client will indemnify, defend and hold harmless Producer and Director for any and all claims, demands, actions including defense costs and attorney's fees for claims arising from the media(s) and the failure of the Agency/Client insurance program to be as broad as the Producer's coverage.

15. ALTERATIONS

Any alterations of original art (color shift, mirroring, flopping and paste) creating additional art is prohibited without the express permission of Producer. Producer will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute in additional use and will be billed accordingly.

16. 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 Client). (2) Injury, illness, or absence of client-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) "Client Insured Re-Shoots" (any additional days for a job insured by the Client, who is therefore authorizing the expenditure). The Client 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 and will apply accepted industry cancellation practices.

D. The Production Company will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost. This will be a cost per day figure. However, this figure does not include the cost of premiums for crew or suppliers (i.e., should the contingency day fall on weekends, holidays or premium days based on consecutive employment).

17. CANCELLATION AND POSTPONEMENT

A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project. If the Production Company blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then the Production Company makes no further efforts to sell the time. If the job is canceled or postponed within the Guideline time frame, it is unlikely that this time can be re-booked. It should be understood that this time represents the Production Company's only source of income.

Cancellation and Postponement: Film or Digital Video Production:

A. If notice of cancellation/postponement is given to the Producer ONE TO TEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for:

(1) All out-of-pocket costs; (2) Full director's fee as bid; and (3) Full production fee on the job as bid.

B. If notice of cancellation/postponement is given ELEVEN TO FIFTEEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for:

(1) All out-of-pocket costs; (2) Not less than 50% of director's fee as bid; and (3) Not less than 50% of production fee on the job as bid.

C. If notice of cancellation/postponement is given MORE THAN FIFTEEN WORKING DAYS prior to the commencement of the shoot, the Client will be liable to the Production Company for:

(1) All out-of-pocket costs; (2) Not less than 25% of the director's fee as bid; and (3) Not less than 25% of the production fee on the job as bid.

Cancellation and Postponement: CGI, Motion Graphics or Animation Production:

A. If notice of cancellation/postponement is given MORE THAN HALFWAY THROUGH the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for the full cost of the job as a bid.

B. If notice of cancellation/postponement is given IN THE SECOND QUARTER of the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for:

(1) All out of pocket costs, including the expense of all staff and free-lance labor attached to the project. This expense will include full payment through the original completion date if that labor is not re-booked by the company, or, in the case of the free-lance labor, not able to re-book itself on another project.

(2) Full creative fees as bid.

(3) Full production fee on the job as bid.

C. If notice of cancellation/postponement is given IN THE FIRST QUARTER of the production schedule of the job, that is between the award or start date and the final delivery date, the Client will be liable to the Production Company for:

(1) All out of pocket costs, including the expense of all staff and free-lance labor attached to the project. This expense will include full payment through the original completion date if that labor is not re-booked by the company, or, in the case of the free-lance labor, not able to re-book itself on another project.

(2) Not less than 50% of creative fees as bid.

(3) Not less than 50% of the production fee on the job as bid.

18. PUBLICITY GUIDELINES

Until notified in writing by Client, Production Company and Director each have a revocable license to use finished media(s) for promotional purposes.

19. DISPUTE RESOLUTION

The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings adhering to state of California applicable laws.

20. ENTIRE AGREEMENT AND MODIFICATION

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

21. CAPTIONS

The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision hereof.

22. NO WAIVER

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

23. 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.

24. EQUAL OPPORTUNITY

In connection with its performance hereunder, Producer agrees not to discriminate against any employee or applicant because of race, religion, sexual orientation, color, sex, national origin, age, disability, or any other factor protected by federal, state or local law.

25. 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 as set forth on Page 1 of this Agreement.

26 QUALITY

It is the essence of this Agreement that all completed media and services supplied by Producer shall be of applicable production standards. Producer 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.

Agreed and signed:

Client:

Name/Title: _____

Signature: _____

Date: _____

Production Company:

Name/Title: Fuller Digital Media

Signature: _____

Date: _____

Client Address: 105 W Clay St

City/State/Zip: Ukiah, CA 95482

Producer Address: 310 N School St.

City/State/Zip: Ukiah CA, 95458

Addendum A

Production Specifications Form

Project Description: Below is a detailed description of the project and deliverables requested by Client.

Fuller Digital Media will produce one marketing and promotional video a month for six months per business or entity as specified by Visit Mendocino County. Each video will not exceed 3:00 minutes in length. The videos are for the purpose of marketing and promoting Mendocino County businesses, tourist destinations and events. FDM will meet with each VMC specified business or entity to develop a video script, shot list and timeline for video production.

See Addendum B for a sample FDM production process. A production schedule will be established between FDM and the business and or entity which may result in an extended delivery date (more than a month). Scripts will be approved and signed off prior to filming and editing. FDM will edit a draft video based upon the script. VMC and the specified business or entity will review and suggest final edits for the video. Final edits will be made and the final video will be presented for approval and distribution by VMC and the specified business or entity.

All videos will include VMC branding. Client is responsible for distribution of video content.

Note: FDM is not responsible for delays caused by the client which result in final delivery extensions.

As compensation for services rendered to Visit Mendocino County (Client), Client shall pay Fuller Digital Media (Producer) a monthly retainer fee of two thousand five hundred dollars (\$2,500), the first of which payments shall be due and payable upon execution of this Agreement. Subsequent payments shall be due and payable on the first of each month following the month of execution of this Agreement for the entire term of the Agreement.

Addendum B
Project process overview

To ensure a smooth and efficient production process with our clients we utilize a five-stage production process. Below are the stages, what typically occurs and is required during each stage.

Stage	Description	Requirements
Development	This phase includes the creation, writing, organizing, and planning of a video project. The budget must be set, cast goes through auditions, the location is decided, and multiple scripts/storyboards are written and created. Deliverable content and formats are specified.	Contract Signed** 25% Deposit Received Initial concept/script Approved**
Pre-Production	During this phase the script is broken down into component pieces to help inform the production process. Location scouts, selecting talent, music development, and lining up crew members take place.	Final Script Approval/sign off** Talent Releases Permits for filming
Production	Lights, Camera, Action! Production is the quickest, and sometimes the shortest portion of digital media production. How long it takes to film depends on variables like the number of locations, the length of the film, and if any key members, such as leads, are off set for any portion of the filming.	Filmmaking is a collaborative process. Strong communication between client and director is a key requirement in this phase. 25% Payment due at end of Production.
Post-production	Post-production is when the footage is edited, visual effects are added, music is acquired, and titles are finalized. Post-Production is informed by all stages prior to it.	First Draft* Second Edit Final Draft Final Approval/signoff
Distribution	With so many different mediums, such as movie theaters, television, digital media and streaming, there are various distribution possibilities. Distribution is usually informed and implemented by the client's marketing team.	Delivery of content in agreed upon formats Balance of project cost due upon delivery.

* Clients are allowed up to 2 edit changes during the post-production phase. It is essential that all changes be clearly communicated, identified, and agreed upon between the client and FDM.

**If at any time, Client desires to make any changes or variations from the agreed upon script(s), storyboard(s), contract or completed project, or from any material or work in progress, and such changes result in additional costs to Producer, including person hours, reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.