



## Video Sales Agreement

Client Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_ Website: \_\_\_\_\_  
 Salesperson: \_\_\_\_\_ Sales ID #: \_\_\_\_\_

This Agreement is entered into between \_\_\_\_\_, Client, and Off the Rock Media, inc. dba WeTubeU on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The intent of this Agreement is to outline the scope of work and clarify the responsibilities of the parties involved.

**SHOOT LOCATION:** Address: \_\_\_\_\_ Suite: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

**DATE/TIME:** Date/time confirmation will be provided by your producer within two (2) business days of script and artwork approval along with release forms completed and returned to WTU.

Client's preference for shot date and time are:

(1) Date: \_\_\_\_\_ / Time: \_\_\_\_\_ (2) Date: \_\_\_\_\_ / Time: \_\_\_\_\_ (3) Date: \_\_\_\_\_ / Time: \_\_\_\_\_

**VIDEO SERVICES SELECTION:** Check all boxes below that apply:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Complete Basic Package (\$_____)    | <input type="checkbox"/> Green Screen (\$_____)                     | <input type="checkbox"/> Testimonial x ____ (\$_____)       |
| <input type="checkbox"/> 15-second duration (incl)           | <input type="checkbox"/> Teleprompter (\$_____)                     | <input type="checkbox"/> Spokesperson (\$_____)             |
| <input type="checkbox"/> 30-second duration (incl)           | <input type="checkbox"/> Special Background Effects (\$_____)       | <input type="checkbox"/> Stylist on shoot (\$_____)         |
| <input type="checkbox"/> 45-second duration (incl)           | <input type="checkbox"/> Custom Music Tracks (\$_____)              | <input type="checkbox"/> Voiceovers (\$_____)               |
| <input type="checkbox"/> 75-second duration (\$_____)        | <input type="checkbox"/> Sound Effects (\$_____)                    | <input type="checkbox"/> "B" Roll Shoot (\$_____)           |
| <input type="checkbox"/> 60-second duration (\$_____)        | <input type="checkbox"/> Nature Sounds (\$_____)                    | <input type="checkbox"/> 3-4 Crew Production (\$_____)      |
| <input type="checkbox"/> 90-second duration (\$_____)        | <input type="checkbox"/> Custom Footer (\$_____)                    | <input type="checkbox"/> Express Package (\$_____)          |
| <input type="checkbox"/> Music (1 track from library) (incl) | <input type="checkbox"/> Custom Streaming/Animated Titles (\$_____) | <input type="checkbox"/> Long-term server storage (\$_____) |
| <input type="checkbox"/> Custom: _____ seconds (\$_____)     | <input type="checkbox"/> Additional Titles (\$_____)                | Additional Flash Drives x ____ (\$_____)                    |
| <input type="checkbox"/> Custom Script Writing (\$_____)     | <input type="checkbox"/> Multiple Cameras (\$_____)                 | Other: _____  |
| <input type="checkbox"/> Custom Banner/Header (\$_____)      | <input type="checkbox"/> 3+ Camera Set-ups (\$_____)                | Other: _____  |

**Payment Form:**  Cash  Check (# \_\_\_\_\_)  VISA  MasterCard  American Express  Discover

**CC #:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_ **3-Digit Security:** \_\_\_\_\_

**1st Installment:** \$ \_\_\_\_\_ **Date:** \_\_\_\_\_ **2nd Installment:** \$ \_\_\_\_\_ **Date:** \_\_\_\_\_ **Total Charge:** \$ \_\_\_\_\_

**Credit Card Holder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

◆ \$35 Non Sufficient Fund fee (bad check charge)

10644 Paseo Alegria Avenue • San Diego, CA 92127 • 858-592-7960 / 858-869-5025 • Fax 858-592-7963 • [sales@WeTubeU.com](mailto:sales@WeTubeU.com)

Agreement represented by initials: Client \_\_\_\_\_ Sales Rep \_\_\_\_\_

**RESPONSIBILITIES:** WeTubeU

- ◆ Create and provide to client a fully edited and customized video presented on a flash drive
- ◆ Copywriting/script assistance
- ◆ Provide production crew and equipment
- ◆ Provide complete basic package (one location, 2 camera set-ups, 1 camera, professional lighting and wireless microphone)
- ◆ Plus any additional services indicated above
- ◆ One round of edit notes -- at no additional charge
- ◆ Upload video to client's webmaster or Web Provider/Host
- ◆ Upload video to social networking, bookmarks, media / blog, podcast directories/sites client specifies
- ◆ Delivery within 7 business days after final edit approval

**PAYMENT TERMS:**

- ◆ 50% down, 50% due upon delivery

**RESCHEDULING FEE:** In the event a shoot needs to be rescheduled:

- ◆ \$-0- Rescheduling Fee = Rescheduling Request received 3 days prior
- ◆ \$40 Rescheduling Fee = Rescheduling Request received 0-71 hours before shoot

**APPOINTMENT CANCELLATION:** In the event a shoot needs to be cancelled:

- ◆ 100% Deposit Refund = Cancellation Notice received 7 days prior to shoot
- ◆ 50% Deposit Refund = Cancellation Notice received 5-6 days prior to shoot
- ◆ 25% Deposit Refund = Cancellation Notice received 3-4 days prior to appointment
- ◆ NO Deposit Refund = Cancellation Notice received 0-2 days prior to appointment

**NO-SHOWS OR UNPREPARED POLICY:** Additional charges are incurred in the event the production crew shows up to find:

- ◆ Client is no show / no call after 30-minute grace waiting period = \$50 Charge (in addition to appointment cancellation fee explained above)
- ◆ The location or client is unprepared for the shoot = \$50 Waiting Charge

**COPYRIGHT WAIVER.** Client has full ownership rights of completed video. Upon client's request, WeTubeU will maintain a copy of the video on WeTubeU servers. This is offered for client's protection (additional fee applies after 30 days). WeTubeU retains the right to use the images for promotion or on website.

**LIMITATION OF LIABILITY.** WeTubeU's production crew will use the utmost care. However, Client acknowledges that risks are involved in the movement of furniture and equipment and accepts full financial and legal responsibility for any damages or breakage. Off the Rock Media, inc. shall only be held responsible for damages up to, but not exceeding, cost of service.

**ACCEPTANCE:** Signature below indicates you have read and agreed to these terms and conditions.

Signature: \_\_\_\_\_, Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

For Internal Use Only: (Enter date received and initials of person)					
Advertising/Sales Dir.:	Production:	Traffic/Dispatch:	Shot Date/time Ver'd:	Accounting:	
Permits:	Final Approval Release Form Executed:	Artwork	Release forms		