

Video Production Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Video Production Contract

This Video Production Contract (this "Agreement") is made on [Date] between [Client's full legal or registered business name] of [Client's address] (the "Client") and [Producer's full legal or trading name] of [Producer's address] (the "Producer").

The Client wishes to engage the Producer to produce [Describe the project, e.g. a 90-second brand video and three 15-second social cutdowns] (the "Project"). The Producer agrees to carry out that work on the terms set out below. This Agreement replaces any proposal, quote or estimate previously exchanged, except where a document is expressly attached to and incorporated into this Agreement.

1. The Parties and the Engagement

The Client engages the Producer as an independent contractor, not as an employee, partner, agent or joint venturer. The Producer decides how the Project is shot and edited, supplies its own crew, equipment and software, and is free to work for other clients during the term of this Agreement.

The Producer is responsible for its own taxes, insurance and any statutory contributions arising from payments under this Agreement, and is not entitled to employee benefits of any kind. Where the Producer engages crew, cast or a subcontractor for any part of the Project, the Producer remains fully responsible to the Client for that person's work and, where they appear on camera, for obtaining the release required under clause 10.

Day-to-day contact for the Project is [Client's named contact and email] for the Client and [Producer's named contact and email] for the Producer. Approvals, change requests and notices are only effective when sent in writing to those addresses.

2. Scope of Work and Deliverables

The Producer will produce and deliver the following for the Project (together, the "Finished Deliverables"):

- (a) [Number of finished videos, e.g. one (1)] finished, edited video(s) of approximately [Target running time, e.g. 90 seconds] each, delivered in [Delivery format, e.g. MP4, H.264, 1920x1080] ;
- (b) [Number of cutdowns, or write "no"] additional cutdown(s) at [Cutdown length, e.g. 15 seconds] , in [Aspect ratios, e.g. 9:16 and 1:1] ;
- (c) colour grading, a sound mix, and [Music treatment, e.g. a licensed stock music bed under clause 11] ;
- (d) [List any other included work, e.g. motion graphics, lower-third titles, closed captions] ;

and

(e) delivery by [Delivery method, e.g. a private online transfer link] .

3. Out of Scope

Anything not listed in clause 2 is out of scope. For the avoidance of doubt, and unless the Parties agree otherwise in writing, the following are NOT included: on-camera talent or casting fees beyond [Included talent, e.g. two (2) presenters supplied by the Client] ; drone or aerial footage unless listed in clause 2; location permit fees, location rental fees and any location deposit; translation or subtitling beyond [Number of languages included, e.g. one (1)] ; music licensing beyond the stock library included under clause 11; extensive motion graphics, animation or visual effects beyond [Included graphics, or write "titles and lower thirds only"] ; and distribution, media buying or paid ad account management.

Where the Project requires paid third-party services or licences (locations, permits, talent, premium music or stock footage), the Client pays for them directly and in the Client's own name. The Producer may purchase them on the Client's behalf only with prior written approval, in which case the cost is re-invoiced at cost plus [Handling percentage, e.g. 0%] .

4. Changes to Scope

Either Party may request a change to the scope at any time. A request becomes a change to this Agreement only when the Producer has provided a written change note stating the additional work, the additional fee, and the effect on the schedule, and the Client has approved that change note in writing.

Requests made in passing — in a call, a chat message or a comment on set — are not change notes and create no obligation on the Producer to perform the work. Until a change note is approved, the Producer continues to work to the scope in clause 2, and no shoot date or delivery date shifts as a result of the request.

Additional work approved under this clause is charged at [Hourly or day rate for additional work] unless the change note states a fixed price.

5. Production Schedule and Shoot Days

The Project includes [Number of shoot days, e.g. one (1)] shoot day(s). Call time on each shoot day is [Call time, e.g. 8:00 AM] , and the Producer's crew and equipment will be on set and ready to shoot no later than [Time crew is shoot-ready, e.g. thirty (30) minutes after call time] .

Where a shoot day is outdoors or otherwise weather-dependent, the agreed weather

contingency is

[Weather contingency, e.g. reschedule to the next available date within fourteen (14) days, or move to a backup indoor location] .

The decision to invoke the contingency is made jointly by the Parties no later than [Weather-call deadline, e.g. 6:00 AM on the shoot day] , and invoking it does not change the fee in clause 8.

The Client shall notify the Producer of any change to a shoot date, call time or location in writing at least [Reschedule notice period, e.g. seven (7) days] before the scheduled shoot day. A change requested with less notice, and any rescheduling caused by the Client's own unavailability, an unready location, or a failure to secure a location permit, is a Client-caused reschedule: the Producer may charge a rescheduling fee of [Rescheduling fee] to cover crew, equipment and location costs already committed, and the next available date in the Producer's calendar becomes the new shoot day.

The scheduled shoot day(s) and location(s) are:

- (a) Shoot day 1: [Date] , at [Location 1, with full address] ;
- (b) [Additional shoot days and locations, or write "not applicable"] .

6. Client Materials, Locations and Access

The Client will supply the script, brand guidelines, logos, any existing footage to be incorporated, and any other content the Project needs, in the formats reasonably requested by the Producer, by [Content deadline] . The Client is responsible for securing permission to film at every location it selects, including any permit, insurance certificate or landlord or venue consent the location requires, and shall give the Producer copies before the shoot day.

If content, access or location permission is not supplied by the relevant deadline, the Producer may proceed on the information available, and any resulting reshoot or delay is a Client-caused reschedule under clause 5. If an outstanding item remains outstanding for more than [Grace period, e.g. thirty (30) days] , the Producer may invoice all work completed to date, place the Project on hold, and charge a re-engagement fee of [Re-engagement fee] to restart it.

The Client warrants that it owns or is licensed to use everything it supplies, and that its use in the Project will not infringe any third party's rights. The Client will indemnify the Producer against any claim arising from material the Client supplied.

7. Review, Approval and Revisions

The Client will review each cut and either approve it or return consolidated written feedback within [Review window, e.g. five (5) business days] of delivery. If the Client does not respond within [Deemed approval period, e.g. ten (10) business days], the cut is deemed approved and the Producer may proceed to the next stage.

The fee in clause 8 includes [Number of revision rounds, e.g. two (2)] rounds of revisions on the edit. A round is one consolidated set of written feedback from the Client, delivered in a single response; the Producer will action that set in full before the next round begins.

Revisions cover refinement of the edit already delivered within the agreed scope — trims, pacing, colour and audio adjustments, and graphics text changes. They do not cover a reshoot, a new creative direction, or footage not captured on the shoot day(s) in clause 5, all of which are changes to scope under clause 4.

Revisions beyond the included rounds, and any revision requested after a cut has been approved or deemed approved, are charged at [Hourly rate for extra revisions] per hour, billed in [Minimum billing increment, e.g. 30-minute] increments and invoiced monthly. The Producer will tell the Client in writing before starting work that will be charged at that rate.

8. Fees and Payment Schedule

The total fee for the Project is [Total project fee and currency], exclusive of any sales tax, VAT or GST, which is added where applicable.

Invoices are payable within [Payment terms, e.g. seven (7) days] of the invoice date. Amounts unpaid after the due date carry interest at [Late payment interest, e.g. 1.5%] per month, or the maximum rate permitted by law if lower, accruing daily from the due date until payment is received. Bank transfer fees and currency conversion costs are the Client's responsibility.

If any invoice is more than [Suspension trigger, e.g. fourteen (14) days] overdue, the Producer may suspend all work and withhold delivery of cuts and Finished Deliverables until the account is settled in full. Time lost to a suspension extends the schedule, and the Producer is not liable for any consequence of a delay caused by non-payment.

The Client will pay the total fee as follows:

- (a) a non-refundable deposit of [Deposit amount or percentage, e.g. 40%], invoiced on signature and payable before the shoot day is locked into the Producer's calendar;
- (b) [Interim payment amount or percentage, e.g. 30%] on completion of the shoot

day(s) in clause 5; and

(c) the balance of [Final payment amount or percentage, e.g. 30%] on delivery of the approved Finished Deliverables, payable before the transfer of ownership in clause 9.

9. Raw Footage and Ownership of Deliverables

Until the Producer has received the total fee and every other amount due under this Agreement in cleared funds, the Producer retains full ownership of the raw footage, the edited cuts, and all other materials produced for the Project. During that period the Client has a limited, revocable licence to review cuts for the purpose of giving feedback under clause 7, and no right to publish, broadcast, post or otherwise use any footage.

On receipt of final payment in full, the Producer assigns to the Client all right, title and interest, including copyright, in the Finished Deliverables described in clause 2. The Producer will sign any further document the Client reasonably requires to give effect to that assignment.

The raw, unedited footage captured on the shoot day(s) — every take, angle and set-up not selected for the Finished Deliverables — is not part of the Finished Deliverables and does not transfer under this clause unless the Parties agree otherwise in writing. The Producer retains ownership of the raw footage and will keep it on file for [Raw footage retention period, e.g. ninety (90) days] after delivery of the Finished Deliverables, after which the Producer may archive or delete it without further notice.

Where the Client wants the raw footage itself — for a future re-edit, an archive copy, or any other reason — that is a separate deliverable, available for [Raw footage handover fee, or write "the fee already included in clause 8"], agreed in writing before the retention period in the previous paragraph ends. Third-party licensed music and stock footage incorporated into the Finished Deliverables remain excluded from this assignment and are governed by clause 11 instead.

10. On-Camera Talent Release

Everyone who appears on camera during the shoot — cast, presenters, employees, customers, members of the public captured incidentally, and any other individual filmed as part of the Project (each, "Talent") — must consent to being filmed and to the use of that footage before filming begins. The Client is responsible for securing a signed release, in a form no less protective than this clause, from every person the Client arranges to appear on camera, including its own staff, customers and any member of the public it has invited to participate, before the shoot day.

The Producer is responsible for securing a signed release from any Talent the Producer separately casts or engages for the Project — for example, a hired presenter, actor or

voice-over artist — on terms consistent with this clause.

Each release must confirm that the Talent consents to being filmed and recorded, and grants the Client and the Producer an irrevocable, worldwide, royalty-free licence to use, edit, reproduce and distribute the footage of that Talent as part of the Finished Deliverables, for

[Licence scope and term, e.g. the Client's marketing and advertising use, for five (5) years] .

Where the Client cannot obtain a signed release from someone who appears on camera — a bystander in a public location, for example — the Client shall tell the Producer before the shoot so the shot can be reframed, obscured in the edit, or excluded from the Finished Deliverables.

A person under the age of majority may appear on camera only with a release signed by their parent or legal guardian. Neither Party will use footage of a person who has not given consent under this clause, and either Party may require a shot to be removed from the Finished Deliverables if a valid release for everyone identifiable in it is not on file.

11. Music, Stock Footage and Third-Party Licensed Materials

The Finished Deliverables are likely to incorporate licensed music and stock footage or imagery (together, "Licensed Materials"). At delivery, the Producer will provide a written list of every Licensed Material used, its source, and the licence under which it was obtained.

The Producer warrants that, to the best of its knowledge, every Licensed Material is obtained under a licence that permits the use described in clause 2 for the licence term stated in that licence, and that it has not used a Licensed Material outside the scope of its licence. Where a Licensed Material requires an attribution notice or credit, the Producer will build that notice into the Finished Deliverables or their documentation, and the Client will preserve it and will not remove it.

Ongoing renewal of a Licensed Material's licence, where the licence is not perpetual, is the Client's responsibility from delivery onward — the Producer's obligation under this clause is disclosure and licence-compatible selection at the time of delivery, not ongoing account management. The Producer will indemnify the Client against any third-party claim arising from the Producer's use of a Licensed Material outside that Licensed Material's own licence terms.

12. Portfolio and Reel Rights

The Producer may display the Finished Deliverables — including on its website, reel, social channels, case studies and award or competition entries — and may describe the Client as a client. This right survives completion or termination of the Project and applies once the Finished Deliverables are publicly released or the Client has publicly announced the Project, whichever is earlier. It does not extend to the raw footage or to any footage a Talent release under clause 10 does not cover.

The Producer will not disclose any information the Client has marked confidential, or any commercially sensitive figures, without the Client's written consent. If the Client needs the Project kept confidential for a period, the Client must say so in writing before the shoot day, in which case the Producer will delay any portfolio use until [Embargo date, or write "not applicable"] .

The Producer may place a discreet credit reading [Credit line, e.g. "Produced by ..." with a link] in the end card of the Finished Deliverables. The Client may ask for it to be removed for a one-off fee of [Credit removal fee, or write "not applicable"] .

13. Termination and Kill Fee

Either Party may terminate this Agreement by giving [Notice period, e.g. fourteen (14) days] written notice. Either Party may terminate immediately if the other commits a material breach that is not remedied within [Cure period, e.g. seven (7) days] of written notice of it, and the Producer may terminate immediately if any invoice is more than [Payment default period, e.g. thirty (30) days] overdue.

On termination for any reason the Client will pay, within [Final settlement period, e.g. seven (7) days] : all fees for stages already delivered or deemed approved; a pro-rata amount for work in progress on the current stage, based on the Producer's reasonable assessment of the work completed; and any third-party costs the Producer has already committed on the Client's behalf, including crew, equipment and location bookings for a shoot day already locked in. The deposit is non-refundable and is credited against those amounts — except that where the Producer terminates for convenience, or the Client terminates for the Producer's unremedied material breach, the Producer shall refund the part of the deposit that exceeds the amounts due under this clause.

If the Client terminates for convenience after a shoot day has been locked into the Producer's calendar, the Client also pays a kill fee of [Kill fee, e.g. 25% of the remaining unpaid balance] to compensate the Producer for the reserved crew and equipment capacity that cannot be resold at short notice. Ownership

of footage produced up to termination remains with the Producer unless every amount due under this clause is paid in full, in which case clause 9 applies to the footage as it stands at termination.

14. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] . Before starting proceedings, the Parties will attempt in good faith to resolve the dispute by discussion between the named contacts in clause 1.

Except for the Client's payment obligations, the Client's indemnity under clause 6, the Producer's indemnity under clause 11, and either Party's liability for death, personal injury, fraud, or infringement of the other's intellectual property, each Party's total liability under this Agreement is limited to the total fee paid or payable by the Client, and neither Party is liable for loss of profit, revenue, data, goodwill or any indirect or consequential loss. Neither Party is liable for a delay caused by an event outside its reasonable control, provided it notifies the other promptly; this does not excuse an obligation to pay amounts due.

This Agreement is the entire agreement between the Parties about the Project and may only be amended in writing signed by both Parties, or by an approved change note under clause 4. Neither Party may assign it without the other's written consent, not to be unreasonably withheld. If any provision is held unenforceable, the rest continues in force, and a failure to enforce a provision is not a waiver of it. The Client's warranty and indemnity in clause 6, clauses 9, 10, 11 and 12, and this clause survive termination, as does any obligation to pay an amount that accrued before termination.

15. Signatures and Date

This Agreement takes effect on the date of the last signature below, and neither Party is bound by it until both have signed. Until then it is a proposal only, and the Producer is under no obligation to begin work, hold a shoot date, or book crew.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. The Parties agree that an electronic signature has the same effect as a handwritten one.

Each person signing below confirms that they have read this Agreement, agree to it, and are authorised to sign it on behalf of the party they represent.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature:

Printed name:

Company:

Title:

Date:

Producer

Signature:

Printed name:

Company:

Title:

Date: