

## MUSIC VIDEO CONTRACT RIDER

The following constitutes a rider to the attached contract and shall be deemed incorporated within the agreement. In the event of any conflict between the provisions of this rider and the agreement, the provisions of the rider shall prevail.

### I. PAYMENT

It is recognized that the production of music videos is a labor intensive industry and accordingly prompt payment for services rendered is of the essence. Title of ownership to the rights and proceeds of the production company's services shall not transfer until full payment is made.

### II. CANCELLATION AND POSTPONEMENT

The contracting client acknowledges and agrees that the production company and/or the director is blocking out specific time based upon a firm commitment from the contracting client. The parties agree that the following cancellation/ postponement policies are incorporated as part of this agreement.

1) If notice of cancellation/ postponement is received one to five business days prior to the commencement of the shoot, the contracting client will be liable to the production company for: All out of pocket costs

Full director's fee as bid

Full production fee on the job as bid

2) If notice of cancellation/ postponement is received more than five business days prior to the commencement of the shoot, the contracting client shall be liable to the production company for: All out pocket costs

Full director's fee as bid

Not less than 50% of the production fee as bid

### III. CONTINGENCY and WEATHER DAYS

1) A "Contingency Day" shall be defined as any day when a scheduled film or tape shooting is prevented from occurring due to circumstances beyond beyond the control of the production company. These circumstances may include, but are not limited to:

A) Weather Conditions: (rain, fog, sleet, icy roads, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the contracting client)

B) Injury, Illness, or Absence of Client Supplied Elements: (i.e. key talent, music tracks, etc...)

C) Force Majeure: (Earthquake, Riot, Fire, Flood, Volcanic eruption, Acts of War, Labor Dispute, etc...)

D) Contracting Client Insured Re-shoots: Any additional day for a job insured by the contracting client who is therefore authorizing expenditure.

### IV. OVERAGES

If the Production Company shall be required to make expenditures in connection with the production of the MUSIC VIDEO which exceed the Approved Budget ("Overages") than the Production Company shall obtain the Contracting Client's prior written approval. The Production Company represents and warrants that it will use its good faith efforts to avoid incurring any Overages. If the client approves any Overages, such overages shall be subject to a production fee plus an insurance charge at the same percentages as in the approved budget. The Client shall advance to the Production Company the funds sufficient to cover such Overages within five (5) business days from the Client's approval of such overages.

### V. CLIENT SUPPLIED INSURANCE

If the Client supplies it insurance it warrants and covenants that the insurance coverage afforded to the Production Company by the Client shall be as broad as the Production Company's existing General Liability and Entertainment Risk policies. The Production Company shall not be responsible for payment of premiums or deductible

amounts associated with the Contractor's supplied insurance coverage. Contractor agrees to name the production company as a named insured on all insurance policies supplied by the Contractor.

## VI. SHOW REELS

Client agrees that the aforementioned MUSIC VIDEO may appear in Production Company's promotional reel(s) together with other works produced by the Company as part of a non-commercial representative sample of the Production Company's work.

## VII. CURE

The production Company has the opportunity to cure any default or breach of this entire agreement within five (5) business days from written notice by client of such default or breach.

## VIII. CREATIVE FEE

The Client agrees that any use of the Music Video or its images other than for the non-commercial promotion of the Artist, promotion of the album containing the underlying music track, or promotion of the "single" of the underlying music track, is subject to an additional creative fee in the amount of \$\_(TBD)\_\_\_\_\_ to the Director of the Music Video. Such a fee is payable to the Production Company who is acting as an agent for the director.

## IX. ARBITRATION

It is agreed that any dispute between contracting parties shall be resolved by expedited Arbitration pursuant to the commercial rules of the American Arbitration Association.

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