



**WORLD
CLASS**
V I D E O

BRYAN MONG

623 Wood Lot Trail Road
Annapolis, MD 21401
410-224-0204

TERMS & CONDITIONS

The following terms where used in this agreement are defined as following; **PRE-PRODUCTIONS:** Preparatory work prior to the start of principle photography. **PRODUCTION:** Principle photography and transmission. **POST-PRODUCTION:** Transfer editorial, and/or audio completion to master. The client shall be the person, corporation, firm, or any entity designated on the reverse as Client, and herein referred to as "Client".

TERMS: The total purchase price(s) by the Client shall be based on those prices set forth by Bryan Mong.

In the event of a cost increase to Bryan Mong of any raw material or similar item, (including taxes) to be furnished hereunder, prior to Bryan Mong's initial performance above those in effect on the date of this agreement, the rates, prices, and charges listed to be paid by the Client may be increased to reflect such increases. Bryan Mong shall give prompt notice of any such increases, which increase shall be effected upon the date of such notice.

Prices quoted herein shall be subjected to additional charges for applicable sales or use taxes existing now or in the future which may be imposed on the sale, use of manufacture of items or services provided by Bryan Mong to the Client.

PAYMENT: The Client shall pay the full price of all invoices rendered by Bryan Mong no later than the date of performance unless credit has been approved by Bryan Mong prior thereto. All credit accounts are due and payable in full no later than thirty (30) days from the date of the invoices. Any invoices not paid within the said 30 days will be charged interest at the rate of one and one-half (1½%) per month for each and every month or part of for which payment is not made after the due date.

Any claims for adjustment must be presented to Bryan Mong in writing within ten (10) days after the date of the invoice. In order to qualify for any replacement of items or credit of services all products and material claimed defective or written notices of any deficient service must be returned to Bryan Mong within the said ten (10) days period. Bryan Mong shall determine in its sole and exclusive discretion whether to replace items or services or issue a credit or refund in whole or in part.

The client shall pay all costs and expenses, including reasonable attorney's fees incurred by Bryan Mong with respect to the enforcement of Bryan Mong's rights under this agreement.

CANCELLATION: If the Client cancels once a Notice of Confirmations has been received or within seventy-two (72) hours of noon the date of the production, Bryan Mong shall be entitled to 100% of the total contract price. Bryan Mong may retain any advance payment or deposit as partial payment of the total price due him.

ACCEPTANCE OF GOODS AND MATERIALS: All deliveries to or from Bryan Mong shall be at the Clients sole risk. Bryan Mong is not responsible for delays in delivery caused by strikes, fire, inability to obtain materials or shipment delays of carriers or supplies, Acts of God or causes beyond Bryan Mong's control.

STORAGE OF CLIENT PROPERTY: With respect to any audio or video tape(whether recorded upon or not) and any other items of Client's which have been delivered to and/ or in the possession of Bryan Mong: **BRYAN MONG SHALL NOT BE LIABLE FOR ANY LOSS, DESTRUCTUION, OF DAMAGE THERETO, INCLUDING CONSEQUENTIAL DAMAGES ARISING THEREFROM, RESULTING FROM ANY CAUSE, WHATSOEVER, INCLUDING LOSS, DESTRUCTUION, OR DAMAGE BY WILLFUL ACTS OF BRYAN MONG'S EMPLOYEES, AGENTS, OR CONTRACTORS ACTING WITHIN THE SCOPE OF THEIR AUTHORITY, OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF BRYAN MONG OR HIS EMPLOYEES, AGENTS, OR CONTRACTORS.** The Clients acknowledges that the Client's tapes or property have been given and delivered over to Bryan Mong solely as a matter of convenience to the Client, at Client's sole risk, and Bryan Mong is not and shall not in any respect be deemed to be bailee for hire, nor deemed to have any liability thereof. In the case of audio or videotape, "replacement" shall refer to new unrecorded tape. Bryan Mong has no responsibility for and shall not insure any of Client's property at any time, and any such insurance coverage shall be the sole responsibility of the Client.

LIENS: Bryan Mong shall have a lien on all tapes and other property of the Client delivered to or in the possession of Bryan Mong and on all tapes, films and other material made by Bryan Mong therefrom for the balance of any such sums owed to Bryan Mong under this agreement or any other indebtedness owed by the Clients to Bryan Mong will as describe in the immediately preceding sentence, on written demand of the Client, only when the Client's outstanding indebtedness to Bryan Mong has been paid in full, returned the Client's material to the Client.

INDEMNIFICATION: The Client represents and warrants that the work to be preformed by Bryan Mong referred to herein or on any documents given to or by the Client in connection with the production of tapes or any other production by Bryan Mong does not in any way defame, or violate or infringe any copyright, civil rights of privacy or any other right of any description of any person, firm or corporation. Client agrees to and shall fully indemnify Bryan Mong, his directors, officers, employees and agents against, and shall hold each and every of them, jointly and severally harmless from any and all claims, damages, suits, demands and liabilities and expenses of any nature including reasonable attorney's fees and court costs incurred by Bryan Mong or any other named parties, arising out of the production, distribution to exhibition or any film, or tapes in connection with which Bryan Mong shall have furnished any goods or services. The party to be indemnified shall give Client prompt written notice of all suits, demands, and allegations of infringements or any other claims of liability, and an opportunity to defend same. Bryan Mong or any other indemnified party shall have the right to have its own counsel involved in such defense and to provide overall supervision of the defense. Client shall provide Bryan Mong with all information in Client's possession or under its control with reference to any such suit, claim or demands and all such reasonable assistance and cooperation in defense thereof.

Client

Date

World Class Video

Date