Contract

The Short Version

Here's what this agreement covers in plain English. The full terms below are what officially apply.

- **What you get:** the package you booked, as listed in Exhibit A (Scope and Price), filmed on location and fully edited as described for your package.
- **Booking:** a 50% deposit locks in your shoot date. It's non-refundable because we hold that date for you and turn other work away.
- **Delivery:** first edits within the delivery time listed for your package on our packages page. The remaining balance is due when those edits are ready, before files are released.
- **Revisions:** your package shows how many rounds are included. Send all your changes in one list and that counts as one round.
- **Rescheduling:** free with 24 hours' notice. Inside 24 hours, or a no-show, it's $150.
- **Ownership:** once paid in full, the finished videos are yours to use anywhere. We may also show them in our portfolio.

Questions about anything here? Just ask before you book. We're happy to walk through it.

Video Production Agreement

This Video Production Agreement (“Agreement”) is entered into on the date the Client completes online checkout, by and between **Notoria Marketing LLC**, a Florida limited liability company (“Contractor”), and the person or business completing checkout, at the billing address provided at checkout (“Client”).

The Contractor and Client may each be referred to as a “Party” and collectively as the “Parties.”

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1. Scope of Services

a. Video Production Services

Notoria Marketing LLC ("Contractor") agrees to provide one-time video production services to the Client, consisting of on-location filming, professional video editing, revisions, and delivery of the agreed final video assets. Where the Project Invoice includes photography, all terms of this Agreement that apply to video footage and video deliverables apply equally to photographs, including raw and unedited images.

Services shall be limited to the deliverables, production details, and fees specified in Exhibit A, Scope and Price, attached to this Agreement (the “Project Invoice”), which is hereby incorporated into and made part of this Agreement.

Standard video production includes:

- On-location filming during the agreed production session.
- Selection, trimming, and arrangement of captured footage.
- Standard color correction and creative color grading.
- Standard audio editing, balancing, and cleanup.
- Background music, where appropriate and properly licensed.
- Basic text overlays, titles, and logo placement.
- Standard cuts, transitions, and editing techniques.
- Exporting completed videos in the agreed resolution, format, and aspect ratio.

The Contractor retains professional discretion over filming techniques, editing methods, creative execution, and software used to produce the agreed deliverables.

b. Excluded Services and Advanced Post-Production

Unless expressly included in the Project Invoice, the following services are excluded from the standard scope:

- Creative strategy, concept development, scripting, and storyboarding.
- Custom motion graphics or complex animated elements.
- Advanced visual effects (VFX), CGI, or compositing.
- Complex motion tracking, rotoscoping, masking, or object removal.
- Custom logo animations or elaborate visual transitions.
- Advanced audio restoration or custom sound design.
- Additional videos, alternative edits, or aspect ratios beyond those specified in the agreement.
- Additional filming sessions, reshoots, or production days.
- Social media management, publishing, advertising, or distribution.

Any excluded services may be provided at the Contractor's discretion for an additional fee, subject to written approval.

Requests for enhanced creative complexity, including requests to make a video more cinematic, elaborate, dynamic, or visually sophisticated, shall not obligate the Contractor to provide advanced post-production services beyond the agreed scope.

c. Client Responsibilities

The Client is responsible for providing all necessary filming locations, subjects, participants, location permissions, brand assets, and relevant production information.

The Client shall ensure that all filming locations and participants are prepared and available at the agreed filming time.

Any required studio rentals, location fees, permits, specialized equipment, or third-party services not expressly included in the Project Invoice shall be the Client's financial responsibility and must be approved before incurring additional charges.

The Client acknowledges that the Contractor is not responsible for delays, incomplete footage, or production limitations resulting from the Client's failure to provide necessary access, materials, personnel, or preparation.

d. Production Scheduling

The filming date shall be mutually agreed upon by the Client and Contractor following execution of this Agreement.

No specific filming date is guaranteed until confirmed in writing by both parties.

Once confirmed, the Client must provide at least twenty-four (24) hours' notice to request rescheduling.

Rescheduling requests made within twenty-four (24) hours of the scheduled shoot, including same-day cancellations or no-shows, shall incur a **$150 rescheduling fee**.

If the Client or an authorized representative is not present and prepared to begin filming within forty-five (45) minutes of the agreed start time, the Contractor may treat the filming session as a late cancellation, subject to the $150 rescheduling fee. This does not automatically terminate the overall project.

Rescheduled sessions shall be subject to the Contractor's availability.

Additional filming hours, sessions, or reshoots requested by the Client shall be considered additional services and billed separately.

Scheduling Deadline: The Client and Contractor shall make reasonable efforts to schedule and complete filming within ninety (90) calendar days following execution of this Agreement.

If filming has not occurred within this period due to the Client's repeated rescheduling, failure to respond, or unavailability, the project may be treated as canceled by the Client under Section 4(a).

If filming cannot be completed within this period due to the Contractor's unavailability, the Client may cancel the project and receive a refund under Section 4(c).

The parties may extend this deadline by mutual written agreement.

e. Production Timeline and Initial Delivery

The Contractor shall make reasonable efforts to complete the initial edited video deliverables within the delivery timeframe stated in the Project Invoice or, if none is stated, within seven (7) calendar days following the scheduled filming session. This timeline represents the standard delivery commitment, subject to Client-caused delays, unforeseen production complications, and circumstances beyond the Contractor's reasonable control.

This timeline assumes the Client has provided all necessary materials, access, and information required to complete the project.

Delays resulting from missing Client materials, additional requests, circumstances beyond the Contractor's reasonable control, or outstanding payments may extend the delivery timeline accordingly.

The remaining project balance must be paid in full before the initial edited video assets are released to the Client.

Upon completion of the initial edits, the Contractor shall notify the Client that the deliverables are ready and issue any outstanding final invoice.

The Contractor shall have no obligation to release video files, previews, or other production assets until the total project balance and any approved additional charges have been paid in full.

f. Revisions

Standard revisions may include:

- Reasonable adjustments to pacing and shot selection.
- Changes to text overlays or titles.
- Minor audio adjustments.
- Color adjustments within the established creative direction.
- Minor modifications to transitions or existing graphic elements.

Revisions are intended to refine the existing deliverables, not substantially change the agreed creative direction or production scope.

The following requests are considered outside the standard revision scope:

- Entirely new concepts or creative directions.
- Substantial restructuring or recreation of completed edits, including music changes that require significant re-editing or adjustments to existing timing, transitions, or visual sequences.
- Additional video deliverables.
- Advanced visual effects or custom animation.
- Additional filming or replacement footage.
- New deliverable formats or versions not originally agreed upon.

Any out-of-scope revision requests shall require separate pricing and written approval before work begins.

Revision Period: The number of revision rounds included in the project is the number listed for your package on notoriamedia.com/packages, as stated in the Project Invoice. If the Project Invoice does not state a number of revision rounds, the project includes two (2) revision rounds.

Definition of a Revision Round: A revision round is any single submission of revision requests by the Client, regardless of the number, size, or nature of the changes requested. Any request to change a delivered video, including a single minor adjustment (for example, "can you brighten the first clip"), constitutes one full revision round. Each round must be submitted as one consolidated written list, via email, covering all requested changes to all videos included in that delivery. Once a revision list has

been submitted, that round is closed. Any additional, follow-up, or forgotten requests sent afterward, including on the same day, shall count as the next revision round. Questions asked by the Contractor to clarify a submitted list do not count as a separate round, and the Client's answers to those questions may not introduce new changes.

First Revision Round: The Client shall have five (5) business days following initial delivery to submit their first round of consolidated revision requests via email.

Second Revision Round (where included): Upon delivery of the revised video assets, the Client shall have an additional three (3) business days to review the updated work and submit their second and final round of consolidated revision requests via email.

The Contractor shall make reasonable efforts to complete approved revisions promptly. The revision review periods apply to the Client's submission of feedback and do not include the time reasonably required by the Contractor to implement revisions.

Revision requests submitted after the applicable review deadline, or exceeding the number of included revision rounds, shall be considered additional services. Additional revision rounds shall be billed at the rate stated in the Project Invoice or, if none is stated, quoted and approved in writing before work begins.

Project Closure and Reopening: If the Client fails to submit revision requests within the applicable review period, the current deliverables shall be deemed accepted and the project closed. The project shall also be considered closed upon completion and delivery of the final included revision round, unless the Client identifies a technical defect or failure to implement an agreed revision within three (3) business days.

Once
a project is closed, any request to resume editing or make additional changes shall be subject to a **$150 non-refundable reopening fee**, payable before work resumes.

The reopening fee covers administrative time, file retrieval, project restoration, and preparation of production materials. It does not include additional editing, revisions, or other production services, which shall be billed separately.

Project reopening is subject to the Contractor's availability and continued possession of the necessary project files. The Contractor does not guarantee indefinite storage or availability of production materials.

g. Project Fees and Payment

The Client agrees to pay the total project fee specified in the Project Invoice incorporated into this Agreement.

All payment amounts, due dates, payment methods, and conditions governing the release of deliverables shall be governed by Section 3 — Payment Schedule and Due Dates.

All cancellations, refunds, and associated financial obligations shall be governed by Section 4 — Cancellation and Refund Policy.

Initial Deposit — 50%

A non-refundable deposit equal to fifty percent (50%) of the total project fee is due upon execution of this Agreement.

The deposit compensates the Contractor for reserving production availability, committing resources, and undertaking project preparations.

The deposit shall be applied toward the total project fee.

No production date shall be reserved or production work initiated until the deposit has been received.

Final Payment — 50%

The remaining fifty percent (50%) of the total project fee shall become due upon completion of the initial video edits and **before their delivery to the Client**.

The Contractor shall retain all deliverables and production assets until payment is received in full.

Failure to pay the remaining balance may result in suspension of delivery and additional work until the account is brought current.

Non-Refundable Deposit and Cancellation

If the Client cancels the project before filming commences, the initial fifty percent (50%) deposit shall remain non-refundable.

If the Client cancels after filming has commenced, the full project fee shall become due and payable, regardless of whether editing has been completed or final video assets have been delivered.

If the Contractor is unable to fulfill the agreed production services for reasons within its reasonable control, all payments received for the unfulfilled project shall be refunded.

All cancellations and refunds shall otherwise be governed by Section 4 of this Agreement, subject to applicable law.

h. Additional Services and Scope Changes

Any service, deliverable, or request not expressly included in the Project Invoice constitutes additional work.

Additional work may include, but is not limited to:

- Additional filming hours or production sessions.
- Additional edited videos or alternative versions.
- Custom visual effects, animations, or motion graphics.

- Additional revision rounds.
- Specialized production equipment or personnel.
- Raw footage licensing.
- Additional formatting, graphics, or post-production requirements.

All additional work must be separately scoped, priced, and approved in writing before the Contractor is obligated to perform it.

The Contractor reserves the right to decline requests falling outside the agreed scope.

The Client acknowledges that the project fee covers only the services and deliverables expressly identified in the Project Invoice. Requests for additional creative work, production complexity, or deliverables do not modify the scope or create additional obligations unless mutually agreed upon in writing.

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2. Communication

a. Primary Communication

Email shall serve as the primary communication channel between the Client and Contractor throughout the project.

All formal project communications, including revision requests, creative or technical instructions, approvals, changes to deliverables, and modifications to the agreed scope of work, must be submitted and confirmed via email.

Phone calls and other informal communication methods may be used for general inquiries, scheduling coordination, troubleshooting, and assistance accessing delivered files.

Verbal discussions or informal messages shall not constitute binding approvals or changes to the agreed scope unless subsequently confirmed in writing via email.

b. Client Response Times

The Client agrees to respond to requests for necessary information, materials, scheduling confirmations, and approvals within five (5) business days.

Delays in communication may result in corresponding adjustments to production schedules and delivery deadlines.

The Contractor shall not be responsible for delays resulting from the Client's failure to provide timely responses or necessary materials.

Revision feedback deadlines shall be governed by Section 1(f) and shall take precedence over the general response period established herein.

c. Feedback and Approvals

All revision requests must be submitted via email in a clear, consolidated format within the applicable revision periods established in Section 1(f).

The Client shall consolidate feedback from all relevant stakeholders before submitting revision requests.

Conflicting feedback, incomplete instructions, or changes to previously approved decisions may result in additional charges or extended delivery timelines.

The Contractor shall not be obligated to implement revision requests communicated exclusively through phone calls, text messages, or other informal channels.

Changes to the agreed project scope, pricing, or deliverables must be approved in writing by both parties before implementation.

d. Project Inactivity and Closure

If the Client fails to provide required feedback within the applicable revision review period established in Section 1(f), the current deliverables shall be deemed accepted and the project shall be considered closed.

For other required communications, failure to respond within five (5) business days may result in suspension of work until communication resumes.

Suspended work shall be resumed subject to the Contractor's availability, and associated production or delivery timelines may be adjusted accordingly.

Once a project has been formally closed, any request to resume editing or additional production work shall be subject to the **$150 project reopening fee** established in Section 1(f), in addition to any applicable editing or production charges.

Project inactivity, suspension, or closure shall not waive outstanding payment obligations.

e. Professional Communication

Both parties agree to maintain reasonable, respectful, and professional communication throughout the project.

The Contractor reserves the right to suspend services in response to threatening, abusive, or harassing conduct, subject to the termination provisions of this Agreement.

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3. Payment Schedule and Due Dates

a. Initial Deposit

A non-refundable deposit equal to fifty percent (50%) of the total project fee is due upon execution of this Agreement.

The deposit shall be applied toward the total project fee. No production date shall be reserved or production work initiated until the deposit has been received.

b. Final Payment

The remaining fifty percent (50%) of the total project fee shall become due upon completion of the initial edited video deliverables and prior to their release to the Client.

The Contractor shall notify the Client when the initial edits are complete and the final payment is due.

No video assets, including initial edited versions, shall be released until the full project balance has been paid.

Unpaid Final Balances: The final payment is due within ten (10) calendar days after the Contractor notifies the Client that the initial edited deliverables are complete.

If payment remains outstanding thirty (30) calendar days after notification, the Contractor may close the project and discontinue active storage of project files. The unpaid balance shall remain due and payable.

Any subsequent request to resume a closed project shall be subject to the $150 reopening fee established in Section 1(f), in addition to all outstanding project charges. Reopening is subject to the Contractor's availability and continued possession of necessary files.

c. Payment Methods and Confirmation

All payments shall be processed through the Contractor's authorized payment processor or another payment method expressly approved by the Contractor.

Payments may be made via credit card, debit card, or ACH bank transfer.

For credit and debit card payments, payment shall be considered received upon successful confirmation by the Contractor's payment processor.

For ACH bank transfers, payment must be fully processed and confirmed as successful before video assets are released. Pending, declined, returned, or unsuccessful transactions shall not constitute completed payment.

The Contractor is not required to wait for standard processor payouts to reach its bank account following successful payment confirmation.

d. Additional Charges

Any additional services, approved expenses, or work outside the original project scope shall be invoiced separately.

Unless otherwise agreed in writing, payment for additional services shall be due upon approval and before the additional work begins.

All outstanding project charges must be paid before the release of final video assets.

e. Late or Unsuccessful Payments

The Contractor reserves the right to withhold deliverables and suspend additional work until all outstanding payments have been successfully processed.

Any delays resulting from unpaid invoices, failed transactions, or pending payments shall not constitute a breach of the Contractor's delivery obligations.

If a previously confirmed payment is subsequently reversed, disputed, or returned, the corresponding amount shall become immediately due and payable, subject to applicable law and the resolution of any payment dispute.

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4. Cancellation and Refund Policy

a. Client Cancellation Before Filming

If the Client cancels the project before the scheduled filming session, the initial fifty percent (50%) deposit shall remain non-refundable.

The deposit compensates the Contractor for reserved production availability, project preparations, and resource commitments.

The parties acknowledge that the Contractor's potential losses resulting from Client cancellation before filming, including reserved production availability, preparation expenses, and lost booking opportunities, are difficult to determine precisely at the time of signing.

Both parties agree that the fifty percent (50%) non-refundable deposit represents a reasonable estimate of these potential losses and is intended as compensation rather than a penalty.

b. Cancellation After Filming Commences

Once filming has commenced, the Client may not cancel the project or withdraw from its payment obligations, and the full project fee remains payable, except where the Client terminates for cause under Section 7(k).

The Contractor shall complete and deliver the agreed services upon receipt of full payment, subject to the terms of this Agreement.

This provision does not limit either party's rights to terminate for cause under Section 7(k).

c. Contractor Cancellation

If the Contractor is unable to fulfill the agreed production services for any reason other than the Client's material breach or a force majeure event governed by Section 7(e), the Contractor shall promptly notify the Client and refund all payments received for the unfulfilled project.

This provision does not apply when cancellation results from the Client's material breach of this Agreement.

d. Rescheduling

Rescheduling requests shall be governed by the production scheduling provisions established in Section 1(d), including applicable notice requirements and rescheduling fees.

A rescheduling request does not constitute project cancellation unless the Client expressly cancels the project or both parties agree in writing to terminate the Agreement.

e. Refund Exceptions

Except as expressly provided in this Agreement or required by applicable law, payments for completed production services, approved additional work, and non-cancellable third-party expenses are non-refundable.

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5. Ownership and Usage Rights

a. Ownership of Final Deliverables

Upon receipt of full payment of all outstanding project fees, the Contractor hereby assigns and transfers to the Client all of the Contractor's rights, title, and interest, including copyright, in the final edited video deliverables produced under this Agreement.

The Client shall have full ownership of the final deliverables, including the right to use, reproduce, distribute, modify, publish, display, and commercially exploit the completed videos, subject to the Contractor's retained portfolio and promotional rights under Section 5(d) and applicable third-party licensing restrictions.

This assignment includes the final edited deliverables and all Contractor-created footage, audio, and other original materials as incorporated into those deliverables. The Contractor retains ownership of the original raw recordings, unused footage, outtakes, project files, and working materials, which are excluded from this assignment. Third-party intellectual property remains subject to its applicable licensing terms.

Generic, non-identifying footage described in Section 5(b) is excluded from the copyright assignment under this Section. The Contractor retains ownership of such footage and grants the Client a perpetual,

irrevocable, non-exclusive license to use, reproduce, modify, and distribute that footage as incorporated into the final deliverables.

Third-party materials incorporated into the final deliverables, including licensed music, stock footage, fonts, and graphics, remain the property of their respective rights holders and are not transferred to the Client.

The Contractor shall obtain appropriate licenses for third-party materials it supplies, consistent with the intended uses identified in the agreed project scope. Any material restrictions affecting the Client's intended use shall be disclosed in writing.

Payment Reversals and Ownership: The transfer of copyright ownership is expressly conditioned upon full and final payment of all amounts owed under this Agreement.

If any payment is reversed, charged back, or returned, and the outstanding amount remains unpaid ten (10) calendar days after written notice from the Contractor, all copyright interests transferred under this Section shall automatically revert to the Contractor, and the Client hereby assigns such interests to the Contractor effective on that date.

Any further use of the deliverables by the Client thereafter is unauthorized, to the extent permitted by applicable law.

b. Ownership of Raw Footage and Production Materials

All raw, unedited video footage, audio recordings, unused clips, project files, editing timelines, working files, and other production materials created by the Contractor shall remain the exclusive property of Notoria Marketing LLC.

Raw footage and production materials are not included in the standard project fee or final deliverables.

The Client may purchase a license to receive and use available raw video and audio footage for an additional fee equal to **fifty percent (50%) of the original project fee**.

Raw Footage Disclaimer: Raw footage consists of original, unedited recordings and may contain incomplete takes, camera movement, exposure variations, uncorrected colors, unprocessed audio, unsuccessful shots, and other imperfections inherent to the production process.

Raw footage is provided in its existing condition, without editing, color correction, audio processing, organization, or quality enhancements.

The raw footage fee does not include editing project files, timelines, effects presets, or other proprietary production materials.

Raw footage delivery is subject to file availability, applicable third-party rights, and full payment of the additional fee.

Raw Footage Licensing and Third-Party Use

Upon payment of the applicable raw footage licensing fee, the Client receives a perpetual, non-exclusive license to use, edit, reproduce, and distribute the licensed footage for its own business and marketing purposes, including through third-party editors or service providers acting on the Client's behalf.

The Contractor retains ownership of all raw footage. However, the Contractor shall not sell or license to unrelated third parties any footage depicting identifiable individuals, the Client's business premises, branding, proprietary information, or other identifying business elements.

The Contractor retains the right to independently use, sell, or license generic footage, including skylines, landscapes, architecture, and other non-identifying material captured during production, provided such use does not violate applicable confidentiality obligations, third-party rights, or location restrictions.

Nothing in this provision limits the Contractor's portfolio and promotional rights established in Section 5(d).

File Retention: The Contractor is not obligated to retain, archive, or store raw footage, project files, or other production materials for any specified period following project completion. The Contractor reserves the right to delete or dispose of such materials at its discretion. The Client acknowledges that raw footage licensing and delivery are subject to the continued availability of the requested files.

c. Client Modifications and Distribution

Following full payment, the Client may modify, re-edit, crop, reformat, or otherwise repurpose the final delivered videos at its discretion.

The Contractor's creative and technical decisions, including composition, aspect ratio, editing, pacing, and formatting, are based on professional judgment and the intended use of the agreed deliverables.

The Contractor shall not be responsible for quality loss, improper formatting, cropping issues, or reduced performance resulting from Client modifications or distribution on platforms for which the videos were not originally formatted.

Requests to correct formatting or compatibility issues arising from Client modifications or use outside the agreed delivery specifications may require additional editing, reformatting, or filming and shall be billed separately.

d. Contractor Portfolio and Promotional Rights

Notoria Marketing LLC retains a perpetual, worldwide, royalty-free right to display, reproduce, distribute, and use the completed videos and production materials for its own portfolio, website, social media, advertising, demonstrations, case studies, and other promotional purposes.

These rights shall remain in effect following completion or termination of the Agreement.

The Contractor's promotional use shall remain subject to applicable confidentiality obligations, third-party intellectual property rights, and any written confidentiality restrictions mutually agreed upon with the Client.

The Contractor shall not disclose confidential Client information through portfolio or promotional use in violation of this Agreement.

The Contractor's portfolio and promotional rights are limited to promoting its own services and business activities. These rights do not authorize the Contractor to sell, sublicense, or otherwise commercially license identifiable Client footage to unrelated third parties.

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6. Confidentiality

a. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means non-public information disclosed by either party that is identified as confidential or would reasonably be understood to be confidential due to its nature or circumstances of disclosure.

Confidential Information may include:

- Proprietary business processes, methods, and operational procedures.
- Trade secrets, intellectual property, and unreleased products or services.
- Non-public financial information, pricing structures, and business strategies.
- Customer lists, internal records, and sensitive business documents.
- Competitive intelligence, proprietary research, and confidential marketing strategies.
- Passwords, account credentials, and other sensitive access information.

b. Mutual Confidentiality Obligations

Both parties agree to protect Confidential Information received during the project and refrain from disclosing it to unauthorized third parties.

Confidential Information shall be used only as reasonably necessary to fulfill obligations under this Agreement.

These obligations shall survive completion or termination of the project.

c. Exclusions from Confidentiality

Confidential Information does not include information that:

- Is publicly available through no breach of this Agreement.
- Was lawfully known to the receiving party before disclosure.
- Was independently developed without using protected Confidential Information.
- Was lawfully obtained from another source without confidentiality restrictions.
- Was expressly approved for public disclosure by the disclosing party.

Personal dissatisfaction with one's appearance, performance, or presentation in recorded footage does not, by itself, constitute a confidentiality concern or restrict the Contractor's portfolio rights.

d. Portfolio and Promotional Use

The Contractor retains the portfolio and promotional usage rights established in Section 5(d).

The Client acknowledges that footage captured during production and completed deliverables may be used by the Contractor for portfolio, promotional, advertising, and demonstration purposes.

Confidentiality restrictions shall apply to footage or materials that reveal protected Confidential Information or are subject to separately agreed written confidentiality restrictions.

A Client's subsequent preference that otherwise non-confidential footage remain private shall not, by itself, revoke the Contractor's previously granted promotional rights.

e. Confidentiality Requests

The Client shall notify the Contractor in writing before filming of any specific confidential subject matter, locations, materials, or information that must not be recorded or publicly disclosed.

Any broader confidentiality requirements, including restrictions on portfolio use, must be mutually agreed upon in writing.

The Contractor shall take reasonable measures to avoid public disclosure of properly identified Confidential Information.

Confidential Materials Captured During Production

Regardless of whether specifically identified before filming, the Contractor shall not publicly disclose or use footage revealing clearly identifiable confidential documents, financial records, customer information, patient records, proprietary business information, or other sensitive materials that would reasonably be understood as confidential.

The Contractor may use otherwise non-confidential portions of the footage for its portfolio and promotional purposes in accordance with Section 5(d).

The Client remains responsible for identifying and securing sensitive materials before filming whenever reasonably practicable.

f. Required Disclosures

Either party may disclose Confidential Information when required by applicable law, court order, or governmental authority, provided that legally permitted notice is given to the other party.

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7. Legal Terms

a. Independent Contractor Relationship

Notoria Marketing LLC ("Contractor") operates as an independent contractor. Nothing in this Agreement establishes an employment relationship, partnership, joint venture, or agency relationship between the Contractor and Client.

The Contractor retains control over the methods, equipment, personnel, and processes used to perform the agreed services.

b. Limitation of Liability

The Contractor agrees to exercise reasonable professional care in performing the services described in this Agreement.

Neither party shall be liable for indirect, incidental, or consequential damages, including lost profits, lost revenue, or missed business opportunities, arising from this Agreement, including production delays, equipment failure, data loss, or use of the delivered content.

This limitation shall not excuse the Client's payment obligations or the Contractor's obligation to correct production issues or provide applicable refunds under this Agreement.

To the maximum extent permitted by applicable law, the Contractor's total liability arising from this Agreement shall not exceed the total amount paid by the Client under this Agreement.

Nothing in this provision shall exclude liability that cannot lawfully be limited.

c. Client Permissions and Indemnification

The Client is responsible for obtaining all necessary permissions, releases, licenses, and authorizations for filming locations, participants, trademarks, copyrighted materials, and other assets supplied or arranged by the Client.

Participant Consent and Media Releases

The Client represents and warrants that all individuals participating in filming have provided appropriate verbal or written consent, as permitted by applicable law, for their appearance in the Client's marketing materials and the Contractor's portfolio, advertising, and promotional materials as described in Section 5(d).

The Client shall be responsible for obtaining such consent before filming and notifying the Contractor in writing of any restrictions on the use of recorded footage.

For projects involving minors, patients, or other circumstances requiring additional authorization, the Client shall obtain appropriate written releases and legally required authorizations before filming and provide documentation upon request.

The Client agrees to indemnify and hold the Contractor harmless from third-party claims, damages, and reasonable legal expenses arising from the Client's failure to obtain such permissions or from materials supplied by the Client that infringe upon third-party rights.

This obligation shall not apply to claims resulting from the Contractor's own negligence, misconduct, or unauthorized use of materials.

d. Equipment Failure and Production Issues

The Contractor shall exercise reasonable care in capturing, handling, and preserving production materials.

If equipment failure, technical issues, data loss, or errors attributable to the Contractor prevent completion of the agreed deliverables, the Contractor shall, at its expense, make reasonable efforts to correct the issue or arrange replacement filming necessary to fulfill the original agreed scope of work.

If the Contractor is unable to fulfill the agreed deliverables, the Client shall receive a refund for the unfulfilled project in accordance with Section 4.

Production disruptions caused by the Client or external circumstances beyond the Contractor's reasonable control may be subject to applicable rescheduling, cancellation, or additional production fees under this Agreement.

e. Force Majeure

Neither party shall be liable for delays resulting from extraordinary circumstances beyond their reasonable control that physically prevent or make filming unsafe, including hurricanes, severe flooding, mandatory evacuations, natural disasters, or government-imposed access restrictions.

Personal scheduling conflicts, staffing shortages, childcare obligations, or other circumstances that do not directly prevent safe access to the filming location shall not qualify as force majeure.

Affected filming sessions shall be rescheduled without penalty, subject to mutual availability.

If such circumstances prevent filming for more than thirty (30) consecutive calendar days, either party may terminate the Agreement by written notice. Upon termination under this provision, the Contractor shall refund payments received for services not performed.

This provision does not waive payment obligations for services already performed or approved non-refundable third-party expenses.

f. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

Both parties agree to first attempt to resolve disputes through good-faith communication and negotiation.

If a dispute cannot be resolved informally, either party may pursue available legal remedies. Any legal proceedings arising under this Agreement shall be brought in a court of competent jurisdiction in Broward County, Florida, to the extent permitted by applicable law.

g. Subcontractors

The Contractor may engage qualified subcontractors, including videographers, editors, production assistants, and other professionals, to perform services under this Agreement without requiring additional Client approval.

The Contractor shall remain responsible for the performance of the agreed contractual obligations and for ensuring subcontractors comply with applicable confidentiality requirements.

Before performing services, all subcontractors shall execute a written agreement assigning to Notoria Marketing LLC the intellectual property rights, including copyright, in materials created specifically for the project, to the extent necessary for the Contractor to fulfill the ownership and licensing obligations established in Section 5.

h. Modifications and Entire Agreement

This Agreement, together with Exhibit A (the Project Invoice), constitutes the entire agreement between the parties. In the event of a conflict, the Project Invoice shall control regarding project fees, payment schedule, deliverables, and filming duration, while this Agreement shall control regarding all other contractual terms.

Any modifications to the agreed services, fees, deliverables, or contractual obligations must be confirmed in writing and accepted by both parties.

Email correspondence may constitute written approval when it clearly identifies the proposed changes and both parties expressly agree.

i. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

j. Electronic Signatures

The parties agree that electronic signatures and electronically executed copies of this Agreement shall have the same effect as original handwritten signatures, to the extent permitted by applicable law.

k. Termination for Cause

Either party may terminate this Agreement by providing written notice if the other party materially breaches its obligations and fails to correct the breach within five (5) business days of receiving notice.

Threatening, abusive, harassing, fraudulent, or unlawful conduct may constitute grounds for immediate termination without an opportunity to cure.

If the Contractor terminates due to the Client's material breach, the applicable Client cancellation provisions under Section 4 shall govern outstanding payments and refunds.

If the Client terminates due to the Contractor's material breach, the Contractor cancellation and refund provisions under Section 4(c) shall apply.

Termination shall not waive payment obligations already incurred or rights and obligations expressly intended to survive termination.

l. Attorney's Fees and Costs

In any legal proceeding to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the non-prevailing party, to the extent permitted by applicable law.

m. Survival of Obligations

The provisions of this Agreement concerning outstanding payments, ownership and intellectual property rights, confidentiality, indemnification, limitation of liability, dispute resolution, and attorney's fees shall survive the completion, cancellation, or termination of this Agreement to the extent necessary to give effect to their intended purposes.

Both parties acknowledge their understanding of this Agreement and look forward to a successful and collaborative production.

Exhibit A: Scope and Price (Online Package Bookings)

This exhibit is the Project Invoice referred to in this Agreement for packages booked online at notoriamedia.com.

Package and deliverables	The package selected at checkout, with the deliverables, filming time, delivery timeframe, and revision rounds described for that package on notoriamedia.com/packages at the time of purchase.
Total project fee	The package price shown on notoriamedia.com/packages at the time of purchase. At checkout the Client pays half of this price, or the full price for scriptwriting add-ons.
Payment schedule	Fifty percent (50%) of the package price is paid at checkout as the non-refundable deposit under Section 3(a). The remaining fifty percent (50%) is due under Section 3(b) when the initial edited deliverables are ready, through a payment link the Contractor sends the Client. Deliverables are released once the balance is paid. Exception: scriptwriting add-ons are paid in full at checkout. For those, 50% is the non-refundable deposit and the other 50% is the final payment, paid in advance. If the Client cancels before scriptwriting begins, that final payment is refunded.
Shoot date and location	The shoot date is set with the Client on a kickoff call after booking. One location unless the package states otherwise. The package price includes travel anywhere in Broward County, Florida. For shoot locations outside Broward County, a travel fee of $50 per 50 round-trip miles from the Contractor’s Fort Lauderdale base applies, billed separately and payable before the shoot. Locations more than 150 round-trip miles away require a custom travel quote. The Contractor confirms any travel fee with the Client before the shoot date is set. If the Client declines the travel fee, or the Contractor cannot serve the location, the booking is cancelled and all amounts paid are refunded in full. Travel fees and any add-ons the Client requests are billed separately by invoice or payment link.
Acceptance	The Client accepts this Agreement by checking the agreement box and completing payment at checkout. Stripe records the date and time of acceptance. Completing checkout is the Client's execution and electronic signature of this Agreement. A receipt is sent to the email address provided at checkout.