
Agreement for Videography

THIS AGREEMENT, entered into as of the ____ day of _____, 2017, by and between Ogden City Corporation, a municipal corporation of the State of Utah, hereinafter referred to as the "CITY," and _____, hereinafter referred to as "VIDEOGRAPHER."

WITNESSETH:

WHEREAS, CITY has established a need for certain videography services; and

WHEREAS, VIDEOGRAPHER has proposed to provide such services.

NOW, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and VIDEOGRAPHER agree as follows:

1. COMPENSATION

For completion of the "Ogden Budget Process" video (hereafter, the "Work"), CITY shall pay VIDEOGRAPHER a sum of five hundred dollars (\$500.00), awarded for submitting the winning video in the Ogden City Budget Video Contest.

2. WARRANTY

VIDEOGRAPHER represents and warrants that: (a) the Work was created solely by VIDEOGRAPHER; (b) VIDEOGRAPHER is the owner of all right, title and interest in the tangible forms of the Work and all intellectual property rights protecting it; (c) the Work and the intellectual property rights protecting it are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions; (d) the use, reproduction, distribution, or modification of the Work does not and will not violate the rights of any third parties including, but not limited to, trade secrets, publicity, privacy, copyrights, and patents; (e) the Work is not in the public domain; and (f) VIDEOGRAPHER has full power and authority to make and enter into this Agreement. VIDEOGRAPHER agrees to defend, indemnify, and hold harmless CITY, its officers, directors and employees for any claims, suits or proceedings alleging a breach of these warranties.

3. ASSIGNMENT

VIDEOGRAPHER hereby irrevocably assigns, conveys and otherwise transfers to CITY and its respective successors and assigns, the exclusive right to reproduce, reprint, distribute, perform, display, or exhibit the Work for advertising, publicity, and promotional

purposes on their website, at conferences, or at any other venues. VIDEOGRAPHER grants to the CITY and its assigns an irrevocable, exclusive license to make reproductions of the Work for noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogs or other similar publications, including electronic media, with or without credit to the VIDEOGRAPHER, and without further compensation to VIDEOGRAPHER. Noncommercial purposes shall include the sale of such publications by the CITY at a nominal fee. CITY agrees that VIDEOGRAPHER may use the VIDEO for educational purposes and portfolio submissions.

4. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded.

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

OGDEN CITY CORPORATION

By: _____, Executive Director
Ogden City Council

ATTEST:

City Recorder

VIDEOGRAPHER

Name

IF UNDER 18 YEARS OF AGE, PARENT/GUARDIAN MUST ALSO COMPLETE BELOW:

As parent/guardian of _____, I hereby state that I have read this Agreement and explained its terms to my child. I hereby accept this Agreement on behalf of my child and on my own behalf.

AGREED to this _____ day of _____, 20____.

Signature of Parent/Guardian

Print name of Parent/Guardian