

MccDrew LLC

1180 S. Otis Street
Lakewood, CO 80232



SOW [000] for Agreement to Perform Media Production to [Client Name]

Date	Services Performed By:	Services Performed For:
[Date]	MccDrew LLC 1180 S. Otis Street Lakewood, CO 80232	[Client Name] [Client Address] [City, ST ZIP Code]

This Statement of Work (SOW) is issued pursuant to the MccDrew LLC Contract between [Client Name] (“Client”) and MccDrew LLC (“Content Producer”), effective [Click to select date] (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and are made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the MccDrew LLC Contract Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # [000] (hereinafter called the “SOW”), effective as of [Click to select date], is entered into by and between Content Producer and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance


The Services shall commence on [Click to select date], and shall continue through [Click to select date].

Scope of Work


Contractor shall provide the Services as follows:

 Describe services and/or deliverables included in this SOW.

Deliverable Materials

 If this is an SOW for deliverable work product, describe deliverables here. If this is an SOW for services that do not include specific deliverables, you might want to include a statement such as “There are no formal deliverables or work products defined in association with these services.”

Content Producer Responsibilities

 Define contractor responsibilities.

Client Responsibilities

 Define client responsibilities.

Revision Request Terms

Pre-Production: The importance of thorough pre-production cannot be overstated in implementing a successful outcome of the project. Therefore, it is in both parties interest that we work on revisions until everyone is satisfied. 3 revisions are allotted per concept developed with additional revisions being subjected to a 25% fee of services. Upon satisfaction on a concept a scope of work and budget will be presented to the client.

Once budget is presented and accepted by client work will commence on developing the concept with a screenplay and additional supplemental material. If an agreement on a budget cannot be reached then at the discretion of the content producer the concept may be made available to the client for purchase. If the client is not interested in purchasing, then the copyright for the concept remains with the content producer and the client shall not utilize concept work in any future video campaigns. Client will still be responsible for agreed upon fees for the concept development work put together by the content producer.

Screenplay revision requests will be made available upon delivery of a rough draft and upon delivery of a final draft. Upon delivery of a final draft of the script, if changes need to be made to the budget, they will be presented at this time.

Production: As determined by the Content Producer a supplement shoot may be scheduled as needed in order to ensure a fulfillment of services. Barring any major deficiencies on the part of the Content Producer as represented by their current portfolio and supplemental videos presented during the pre-production phase, with specific regard to the budget level agreed upon by both parties reshoots shall only be allotted at the discretion of the content producer, with an additional 25% fee of services on top of the costs of a reshoot. Should the content producer fail to deliver on a product as represented by their current portfolio and supplemental videos, re-shoots will be priced at a rate of 50% of services. Specific discretion will be made with regard to the location lighting, location sound, the time of day of the shoot, unforeseen events beyond the control of either party, timeliness allotted for the shoot, and the preparedness of the talent and/or subject matter, including but not limited to their appearance, health or readiness of their statements or location. Rescheduling of shoots are allotted, but within a 72 hour time-frame a reschedule will be subject to a 25% fee of services at the discretion of the content producer.

Post-Production: The first revision opportunity will be provided to client at the conclusion of the story cut (Tier 1) at which point client will be able to make any requests to the timeline and content of the story. Upon revision delivery, cut will be locked, at which point revisions to storyline will be subject to additional revision fees.

A second revision opportunity is provided at conclusion of the layer cut (Tier 2), where 1 round of major revision requests and 1 round of minor revision requests will be allotted. Determination of major/minor requests will be at the sole discretion of the content producer and will be determined on a time/skill requirement basis.

A final revision opportunity is provided at the conclusion of the final cut (Tier 3) after all work has been completed by the Content Producer. All requests must be minor revision requests to be determined at the sole discretion of the Content Producer.

In order to ensure a timely delivery of finished product, revision requests must be made within a 5 business day period, or will otherwise be deemed acceptable by client and the content producer may move forward on deliverables.

Additional revisions may be requested by client beyond the standard revisions allotted at the Tier 3 rate plus a 25% fee of services.

Raw Material Terms

Industry Standard Practice is that the content producer owns all rights over raw material including raw video footage and project files in the creation of a finished product. This is in practice to protect the integrity of the finished product for the client and content producer as well as protect against various derivations being developed off of the content producer's intellectual property while also protecting the raw material to a professional standard for archiving systems developed by the content producer.

However, at the discretion of the content producer, select raw material may be made available to clients at a rate of 25% of production services. Should raw video/photography be desired, a fee of 25% of production services will be assessed. Should post-production project files also be desired, a fee of 25% of production and post-production services will be assessed.

If raw material is purchased by client, they may make any changes/derivations to the product as they wish, however it is at the content producer's sole discretion as to whether their name will be attached to any product derivatives.

Fee Schedule

This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall not exceed [\$000] unless otherwise agreed to by both parties. Content Producer will notify client when within 10% of budget cap and with an estimated budget on summation of services.

This estimate is based on a fee schedule detailed below for contractor's standard commercial rate.

Item Description	Number of Resources	Hourly Rate	Number of Hours

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Bill To Address	Client Project Manager	Client Cost Center
[Client Address] [City, ST ZIP Code]	[Project Manager Name]	[Cost Center Number]

Out-of-Pocket Expenses / Invoice Procedures

Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing.

Invoices shall be submitted on a 50/50 basis, referencing this Client's SOW Number to the electronic address indicated above. The first term of payment is to be expected prior to commencement of services, with the final payment expected upon delivery of finished product. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice on a NET15 payment schedule upon receipt of invoice. Contractor shall provide Client with sufficient details to support its invoices upon request of Client. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 3% penalty per calendar month.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Content producer accomplishes the activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without reasonable objections. No response from Client within 5-business days of deliverables being delivered by Content Producer is deemed acceptance.
- Content Producer and/or Client have the right to cancel services or deliverables not yet provided with 20 business days advance written notice to the other party. Any work already provided by content producer will be billed in full and a cancellation fee for reasonable legitimate costs may be assessed by either party in the period less than 20 business days including a cancellation fee assessed by Content Producer of up to 25% of estimate for services.

Authorship Credit

The content producer may include a byline, company logo, and link establishing authorship credit either in the produced media or attached to any affiliated media. This byline must reflect an accurate depiction of services rendered by media producer. If the client so elects, the client will have the right to use the content producer's name, biography, and likeness in connection with the advertising and exploitation of the media, however must cease usage upon request of content producer.

Governing Law

This Agreement shall be governed by the laws of the state of Colorado. Both parties agree to pursue out of court arbitration first in the event of any dispute that may arise.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

[Client Name]

MccDrew LLC

By: _____
Name:
Title:

By: _____
Name:
Title: