



Cinematic Visions II, Inc.
20 NW Chipman Road, Ste. 200, Lee's Summit,
MO 64063

WORKORDER/TERMS OF AGREEMENT

CONSULTATION DATE: 04/19/23
EVENT BOOKING DATE: 08/18/23
PROJECT # Video – Audio – Graphics – Web – Photo
CUSTOMER: Raytown Quality Schools
ADDRESS: 6608 Raytown Road
CITY/STATE/ZIP: Raytown, MO 64133
TELEPHONE: 1] 816-26-7024 2]
EMAIL: marissa.wamble@raytownschools.org
PROJECT DESCRIPTION: Live Stream of Convocation
EVENT ADDRESS: 10750 E. 350 Highway
CAMERA SHOOT: YES / NO
NUMBER OF CAMS 1 2 3
ORIGINAL MEDIA: VIDEO FILM
 PHOTO DIGITAL OTHER
FINISHED PRODUCT/QUANTITY:
 VIDEO DIGITAL DVD
 PHOTO DISC OTHER – Live Stream
DUE DATE: 08/18/23

- TERMS**
1. Cinematic Visions cannot be responsible for delays in projects due to acts of God, illegal acts of others, or any other willful destructive act not specifically outlined.
 2. Cinematic Visions cannot be responsible for Third Party Contractors' actions, even if said agents are working in partnership with Cinematic Visions.
 3. Cinematic Visions provides a Satisfaction Guarantee which provides the customer the opportunity to request reasonable [as determined by Cinematic Visions] modifications / enhancements to any project if requested up to 10 calendar days following the final project review date. Extensive rework will be billed at the current rate for editing.
 4. Deposit equal to half of the project total is due at booking, with the rest to be paid upon project completion. No footage or video will be released until full payment is received.
 5. Cinematic Visions reserves the right to refuse delivery if balance is unpaid, unless other arrangements have been made.
 6. Cinematic Visions reserves the right to use non-proprietary footage in part or whole for advertisement, promotion, display, and web display purposes.
 7. In the event of postponement or cancellation by the customer, deposits paid are non-refundable.
 8. In the event of equipment failure or other failure due directly to Cinematic Visions, all received deposits will be refunded.
 9. Cinematic Visions is not responsible for content of project.
 10. Cinematic Visions is not responsible for damage to original media, including, but not limited to 8mm film, VHS/Hi 8 Tape, etc.
 11. If the project balance is not paid, and legal action is required, client agrees to pay attorney fees, court costs and any other fees associated with recovering the funds for Cinematic Visions.
- INITIALED:** _____

SPECIAL REQUESTS/PROJECT NOTES:

08/18/23
 Live Streaming of Convocation for Raytown School District

Cinematic Visions will provide the following Services:

- 2-3 HD Cameras with Tripods in order to provide the requested close up and wide shots of the event
- Live Streaming Equipment and Services (Please see the attached Live Streaming Agreement, and initial where required)
- All required personnel to run the live stream and equipment.
- No post-production is required - Cinematic Visions will provide raw Video and Audio Files to the Client

Raytown will provide the necessary space, table, wired internet connection, and connection to audio / microphones for the live stream.
Raytown will provide pre-recorded segments to be implemented into the live stream.
Raytown will provide any graphics, names, and titles needed to be included in the live stream.

ESTIMATED PROJECT COST: \$1500.00

DEPOSIT: \$ _____ CHECK/CASH _____ MC/VISA# _____ EXP _____

THE UNDERSIGNED AGREES TO THE ABOVE CONDITIONS AND CERTIFIES INFORMATION TO BE CORRECT.

Cinematic Visions' Representative: _____ DATE: 04/19/23

Client Signature: _____ DATE: _____

Cinematic Visions Live Streaming Agreement

Live Streaming / Broadcast Rights

Client authorizes Cinematic Visions name to broadcast and/or record the event according to the terms specified in the Service Agreement in effect for the event

Initials:

Wired Internet Access

For live broadcasting, we recommend using a dedicated wired internet connection. This means we are connected via Ethernet to a network that is not being used by any other system or device.

If there is not a dedicated internet connection available, streaming can be achieved over a shared network, Wi-Fi (802.11ac 2.4 GHz or 5 GHz.), or hotspot (802.11ac 5 GHz). However, using these methods increases the likelihood of a failure and is not recommended. In addition, Firewall / Restrictions must be removed to connect and broadcast

Before broadcasting, you should confirm your upload speed is consistently at or above 10MBPS to support HD video. Doing so will allow you to properly select the quality at which you are able to stream. To evaluate your connection, please visit www.speedtest.net.

A dedicated broadcast uplink rental is available for an additional fee.

Initials:

Third Party Services

Client agrees to hold Cinematic Visions harmless for any services provided by you or your representatives that fail to perform properly at the time we use them on Client's behalf. This includes but is not limited to electrical power, internet providers, audio/visual providers, Client's streaming accounts, sufficient access and set-up time, proper lighting, and security.

Initials:

Copyrighted Content/DMCA

Live streaming platforms such as YouTube, Facebook Live and Twitch are known to end, mute and even delete live broadcasts in accordance with DMCA (Digital Millennium Copyright Act) Guidelines due to copyrighted music and/or audio being present during live broadcasts. Music played at the event may be captured through our cameras and audio recorders may pass as "incidental", depending on the conditions set by the copyright owner's agreement with the broadcast platform. [contact] Company name cannot guarantee that the platform used for the broadcast of your event will not end, mute or delete the live broadcast.

Client agrees to hold Cinematic Visions harmless in the event that the broadcast platform ends or mutes the broadcast and/or deletes recorded content.

Initials:

Notice Concerning Live Broadcasts

Although Cinematic Visions takes every precaution to ensure a successful broadcast, in the unlikely situation where we are unable to broadcast your event live due to circumstances beyond our control such as internet/server outages or DMCA takedown, [contact] Company name will provide a re-broadcast or an on-demand on-line recording of the event within 24 hours.

Initials:

Ownership of Recorded Media

You maintain all rights to media provided to us on your behalf. This includes but is not limited to, video clips, audio clips, images, graphics, and documents. In addition, we will assign all rights to audio/visual works that we produce for you upon payment in full for the services we render on your behalf. For those instances where we utilize your accounts with third party online platforms, ownership rights defer to the policies in effect with those providers.

Initials:

Right to Exhibit to Others

You hereby grant to us the right to exhibit to others the work we perform for you, including the publication of an excerpt on our website for the limited purpose of demonstrating our work product and capabilities, except where prohibited according to any non-disclosure agreements in effect or privacy infringements as set forth in the Service Agreement for your event.

Initials:

Links to Other Websites

Although this Website may be linked to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Website. Your linking to any other off-site websites is at your own risk.

Initials:

Acknowledgments

Customer MUST acknowledge that live streaming broadcasts are dependent on the internet connection. Cinematic Visions cannot be held responsible for poor connections, dropouts, disconnects, or interruptions to the live stream due to this. These situations often happen during live stream broadcasts – especially if a wireless connection is utilized, but can happen even with a dedicated, ethernet connection. Much of the experience is still determined by a viewer's computer software and network connection. While one viewer in Overland Park may have a great experience, another in Lee's Summit may experience regular buffering during playback. One viewer, may experience low volume while listening from a laptop, while

Initials: