

RSM Distributors Terms of Service Contract

SCOPE AND PURPOSE: This contract supersedes and replaces all previous understandings, agreements or contracts, written or verbal, between RSM Distributors (hereafter referred to as RSM) and YOU AND YOUR BUSINESS (hereafter referred to as The Client). The purpose of this contract is to protect both The Client and RSM.

RESERVATION OF PRODUCTION TIME AND LENGTH OF SERVICE: This contract constitutes an order for video production services including shooting your video using ambient light (up to one (1) hour of videotaping production time, more than one (1) hour is an extra \$25.00 per hour); editing your video into a five (5) to eight (8) minute segment; and Internet uploading with copy and pasteable HTML code for embedding the video segment on your website for six (6) months (renewable for an additional six (6) months for \$50.00)..

Basic rate of \$250.00 does not include location transport fee (\$15 to \$49 based on county distance. Total basic rate is equal to the basic rate plus transport location fee.) Total basic rate for the county locations of Vermont are as follows: Addison County \$285.00; Bennington County \$299.00; Caledonia County \$270.00; Chittenden County \$270.00; Essex County \$285.00; Franklin County \$285.00; Grand Isle County \$285.00; Lamoille County \$270.00; Orange County \$265.00; Orleans County \$285.00; Rutland County \$285.00; Washington County \$265.00; Windham County \$299.00; Windsor County \$285.00. These rates are current as of this posting and rates will hold for the initial six (6) month length of your contract but are subject to change after that time period.

Videotaping production time beyond the initial one (1) hour time period will be invoiced at whole hour increments of \$25.00 per hour. Payment is due within thirty (30) days of invoice date.

Upon execution of this terms of service contract and receipt of the fee of the overall agreed upon cost to provide service, RSM will reserve the time and date agreed upon for the videotaping of the client's segment raw video footage.

If the payments are not received at RSM by the dates specified, RSM may cancel the reservation, further video production work and/or the video weblink to The Client's website without further notification to The Client (verbal or otherwise).

CHANGES: RSM will make reasonable effort to work with The Client should changes occur. If the videotaping production date is rescheduled, and if RSM is available, RSM will shoot the new date at the current rates in effect at the time of the change. If RSM is not available on any new, mutually agreeable video production date, or if The Client wishes to cancel this contract on or before one week prior to the reserved videotaping production date, RSM is obligated to refund payments made. Should RSM fail to receive the termination notice timely, all payments will be forfeited, and RSM will be under no further obligation in any way to The Client. RSM must be notified by email, phone call, or in writing of any changes pertaining to the videotaping production date.

PRODUCTION AND EDITORIAL CONTROL: The Client grants RSM full production and editorial control regarding all aspects of production and postproduction. Given that the quality of blank media, be it DVD, Mini-DV, the internet, or otherwise, is sometimes variable due to the methods by which they are produced, RSM will make every effort to insure the quality of the media, however, RSM makes no guarantees either expressed or implied in regard to aesthetic qualities of the blank media or the completed video production or internet presentation. RSM makes no guarantees concerning any particular effect, interview or special request; particular portions of the reservation date visit may not be recorded, partially recorded, or not a part of the Edited Master Videotape. RSM retains sole discretion of the editing and video design as the exclusive producer of the videotape. All rights to videotape produced, and edited video segments produced as either stand-alone individual video segments or as part of the *VIP Vermont In Person*[™] video series, are retained by RSM. This terms of service contract licenses The Client to use the edited video segment on their internet website for a period of six (6) months commencing with the first day that the edited video is available for embedding on The Client's website. The Client retains the possibility of one renewal, for an additional fee, at The Client's discretion, of an additional six (6) month period of licensing. Any rights to the use of the edited video segment after this time are retained by RSM, and any additional licensing must be negotiated with RSM.

RESTRICTIONS: The Client is aware that the restrictions imposed by others (e.g., customers, guests, etc.), and the constraints of the physical environment, safety, weather, and acts of God can affect the quality and extent of video coverage possible. RSM guarantees videotaping production only within the bounds of any restrictions and constraints of the physical environment, safety, weather and acts of God. RSM cannot guarantee video production of outside events during inclement weather. The Client is responsible for obtaining all permissions and clearances, etc., and adequate shelter from inclement weather and extreme temperatures as required by RSM to operate.

PRODUCTION MATERIALS: RSM must receive photos, "art" and any other materials required for the completion of the production within 7 days after the videotaping production date. Production may proceed without these materials if The Client has not supplied them in a timely manner. All best efforts will be used to return all Client supplied materials to The Client within 7 days after completion of the edited video segment. Although all possible care will be taken to safeguard these materials, RSM is not responsible for any materials lost or damaged while in possession of RSM or in transit.

PROPERTY RIGHTS: The Client warrants that he/she has the legal rights to anything RSM will use to produce the final video, including photos, musical recordings, videotapes, or any other materials delivered to RSM for inclusion in The Client's video segment. The Client agrees to indemnify and hold RSM harmless for any loss, damage, or liability for infringement of any rights arising from the use or sale of the video The Client hires RSM to produce, edit, or duplicate.

DISPLAY RIGHTS: In agreeing to this contract, The Client is acting as agents for all on-air talent, customers and guests, etc. seen on the edited video segment and grants RSM all rights for display, airing, exhibition, promotion, newsletter, contests, and advertising use of all images produced under this contract.

PARKING: The Client will provide parking for RSM's vehicle(s) as close to the videotaping production site as possible to allow easy access to the facility for equipment loading and unloading.

OVERTIME: When videotaping production activities extend beyond the agreed length of time of coverage (1 hour) and The Client requests extended coverage, overtime will be billed in one hour increments at the current one hour extra time coverage billing rate (\$25.00 per hour), until such time as The Client has informed RSM to discontinue.

DELIVERY OF EDITED VIDEO SEGMENT: Normal delivery of The Client's video is within two weeks of the videotaping production date. This delivery schedule is only approximate, and, among other factors, is dependent on RSM having received all production materials supplied by The Client for inclusion in the video. An extended delivery schedule necessary for proper completion of the event video will not void this contract and RSM agrees to inform The Client as soon as possible when the determination is made that additional time is required to complete the project.

PAYMENT: We accept payment in the form of cash, check or through online credit card payments by VISA, Mastercard, Discover Card or American Express through PayPal on the internet website <http://www.vermontinperson.com/> only. Sending or transmitting payment implies that the Client understands and agrees to this terms of service contract and the above stated payment requirements specified by RSM.

Terms of the Contract: This document and any attachments hereto constitute the entire agreement between the Parties. This Terms Of Service Contract shall be binding upon the Parties, their successors, and heirs and shall be enforced under the laws of the State of Vermont.

(Signature of Client)

(Signature of Company Owner)

(Printed Name)

(Printed Name)

Dated: _____, 20__

Dated: _____, 20__