

This MEDIA PRODUCTION AGREEMENT (this "Agreement") is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between GASKELL ENTERPRISES INC. dba MG STUDIO, a Nevada corporation ("MG Studio"), and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Client").

- 1. AGREEMENT:** MG Studio agrees to provide media production services, including, but not limited to, photography, video production, graphic design, sound and/or lighting services (the "Services") to Client as set forth below. MG Studio agrees to provide the Services to Client at the location(s) (the "Location") and on or by the date and time (the "Production Date") set forth below. Client agrees to pay to MG Studio \$\_\_\_\_\_ (the "Fees") for the Services, pursuant to the terms and conditions listed below. This Agreement shall be governed by the laws of Nevada.
- 2. COPYRIGHTS:** No copyrights are involved with this project. Client has requested a copyright buyout for the media involved.
- 3. PAYMENTS:** Payment of Fees. Client agrees to pay MG Studio fifty percent (50%) of the Fees set forth to secure production date. The remaining amount of the Fees (the "Final Invoice Amount") is due upon delivery of the final media and production to Client. If the Final Invoice Amount is not paid within fifteen (15) days of the final Production Date, the amount due shall accrue interest charges at a rate of 3% per month (or such lower rate as may be the maximum allowable by law). MG Studio's acceptance of late or partial payments (even if marked "paid in full" or the like) does not waive MG Studio's rights to recover unpaid amounts. If, in order to collect payment due under this Agreement, MG Studio must take action beyond invoicing Client for the Services provided, Client agrees to pay, in addition to the outstanding balance of any invoice, all contractual and statutory interest, as well as the costs and expenses of collection, including, but not limited to, attorneys' fees and costs.
- 4. ADDITIONAL CHARGES:** Client is responsible for added production fees and expenses due to requests made by Client, which are not contained within the terms of this Agreement, including but not limited to digital adjustments, travel expenses due to change of location, event overtime, or additional video coverage or editing (post production).
- 5. THIRD PARTY RESTRICTIONS:** MG Studio is limited by the restrictions and/or guidelines imposed by any security official or management personnel (the "Officials") associated with the Location. Client agrees to accept the technical results imposed by the Officials on MG Studio. Negotiation with the Officials is Client's responsibility; MG Studio will offer technical recommendations only.
- 6. LIMIT OF LIABILITY:** In the unlikely event that MG Studio is unable to make it to the Location to perform the Services on the Production Date, MG Studio will attempt to secure a replacement media production company to provide the Services. In the event that MG Studio is unable to find a replacement media production company, MG Studio's liability is limited to the return of all payments received for the Services. In the unlikely event that any part of the media produced as part of the Services is lost, stolen or destroyed for any reason, MG Studio's liability is limited to the return of all payments received for the Services. MG Studio's liability for a partial loss of "originals" shall be a prorated amount of the Services selected, based on the percentage of the originals lost. MG Studio shall not be liable for delays in delivery of the services and/or non-delivery of the services in the event of an act of God, actions by any governmental or quasi-governmental entity, Internet failure, equipment failure, power outage, fire, earthquake, flood, insurrection, riot, act of terrorism, act of war, explosion, embargo, strike, (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, or any condition beyond MG Studio's control affecting the delivery of the Services in any manner.
- 7. RESCHEDULING/CANCELLATION:** In the event that Client reschedules the Services or cancels this Agreement by any means and for any reason prior to MG Studio commencing to provide the Services, Client agrees that the Security Deposit will be owed to MG Studio as liquidated damages, unless MG Studio is able to schedule other media production services for the Production Date, in

which event Client shall pay to MG Studio a processing fee of \$150.00. Client shall also be responsible for any labor or materials charges incurred by MG Studio up to the time of cancellation. In addition, invoices and quotes provided are acceptable up to 30 days from date of invoice.

- 8. **COMPLETION SCHEDULE:** For the option to purchase a Bluray, DVD or other media, production times must be explained upon agreement between both parties in writing.
- 9. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between MG Studio and Client. This Agreement supersedes all prior and contemporaneous agreements, proposals and communications between the parties. This Agreement may be modified only by writings duly signed by authorized representatives of both parties. A party may waive any provision of this Agreement if done so in writing and signed by an authorized representative of said party. A party's waiver of any provision of this Agreement does not constitute a waiver of any other provision contained herein.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the Effective Date set forth above.

"MG STUDIO"  
GASKELL ENTERPRISES INC.  
a Nevada Corp.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"CLIENT"  
Company: \_\_\_\_\_  
(a)n \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**PAYMENT TERMS:**

1<sup>ST</sup> DEPOSIT DATE (50%): \_\_\_\_\_  
2<sup>ND</sup> PAYMENT DATE (25% If Applicable): \_\_\_\_\_  
FINAL PAYMENT DATE (Balance%): \_\_\_\_\_

**EXHIBIT A**

*SPECIFIC TERMS AND CONDITIONS*

LOCATION:		ADDRESS:			
DATE:		CITY:			
TIME:		STATE:		ZIP:	
DETAILS:					

**SHOT LIST (If Applicable):**

NO.	SHOT DETAIL