BODA STUDIOS LLC · CHARLESTON, SC

PRODUCTION AGREEMENT

Reference copy, version 2026-11-19. For review only, not for signature. The signed copy is sent through our portal with the blanks filled in from your accepted proposal. Words in [brackets] are filled in at signing. Lines marked “Applies to” print only in that case.

Between [Client] (Client) and Boda Studios LLC (Producer/Contractor). This agreement is made between [Client] (Client) and Boda Studios LLC (Producer) for [Package]. Following are the terms of this agreement.

1. PRODUCTION OUTLINES

Boda Studios will produce [Package] for [Client]. The deliverables under this Agreement (the "Deliverables") are:

[The deliverables and add-ons, one line each, from the accepted proposal]

Quoted separately, and only added by a written change order once priced: **Applies to: Build-your-own menus with items still to quote**

Plus these add-ons: **Applies to: Projects with add-ons**

Attachment A: Scope of Work describes how each phase is delivered. **Applies to: Projects**

Monthly scope and terms are set out in Attachment B: Retainer Terms. **Applies to: Retainers**

2. COST OF PRODUCTION

Boda Studios shall produce the Deliverables listed in Section 1 for a total fee of [Production fee] (the "Production Fee").

Payment Schedule.

Fees for retainer services are billed as set out in Attachment B: Retainer Terms. **Applies to: Retainers**

The Production Fee of [Production fee] is due in full upon the execution of this agreement and prior to beginning pre-production. **Applies to: Paid in full**

The Production Fee is payable in two installments. **Applies to: 50/50**

i. The first payment of [First payment] is due upon the execution of this agreement and prior to beginning pre-production. **Applies to: 50/50**

ii. The second payment of [Second payment] (plus any agreed upon additional costs) is due upon delivery of final media. **Applies to: 50/50**

The Production Fee is payable on the schedule agreed by the parties in writing before pre-production begins. Any agreed upon additional costs are due with the final payment. **Applies to: Custom schedule**

Travel is not included in the Production Fee. It is billed separately at cost, estimated at [Travel low] to [Travel high], with receipts. **Applies to: Proposals with a travel estimate**

The production costs exclude any costs and expenses associated with securing the appearance of a celebrity host if Client should elect to use such a host, including without limitation, fees, royalties, special items requested by host, and travel-related expenses for the host, which shall be the sole responsibility of Client.

Talent costs for models and/or actors, other than celebrity talent, are also the responsibility of Client, unless otherwise agreed upon. Client shall be responsible for any and all associated costs not included in the Production Fee and approved by Client in advance, including but not limited to residuals payable to talent. If Client provides its own talent (employees, customers, or others), Client is responsible for obtaining a signed release from each person permitting the use of their name, image, likeness, and voice in the Deliverables. Producer will supply a standard release form on request.

If Client chooses to make any payment using a credit card, a processing fee of 3% of the payment amount will be added to cover transaction costs. No processing fee applies to payments made by bank transfer (ACH), wire, check, or debit card.

Any fees or expenses not received by Producer within five (5) calendar days of the applicable payment due date shall be deemed past due. Producer reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month, or if lower, the maximum amount permitted by applicable law, on all unpaid past due amounts, calculated from the payment due date until paid in full.

If Client fails to remit payment within five (5) calendar days of the applicable payment due date and such failure remains uncured after written notice from Producer, Producer shall have the right, without prejudice to any other remedies available, to suspend all Services and withhold all Deliverables until payment is received in full. Producer shall have no obligations under this Agreement during any such suspension period.

3. APPROVALS AND MODIFICATIONS

The parties agree that Client shall have full approval rights on production, which approval will not be unreasonably withheld.

Client shall review, modify as desired, and approve script revisions, shooting locations, production design, off-line, on-line, and all other elements of production. Client shall provide approval for all elements of production and any changes.

After final approval of such elements as script, shooting locations, production design, off-line or on-line, any client changes that result in additional work will be at additional cost to Client as provided herein.

Scope of work shall include Producer's first edited version of the video, followed by two (2) revision rounds (if necessary) based on Client's feedback and input. A revision round is one consolidated set of notes from Client, covering up to four (4) hours of editing time. Notes may include deleting, replacing, or adding footage or audio, and changes to graphics, titles, or special effects. Client should gather feedback from all of its reviewers into each round.

Additional revision rounds beyond those included are $800.00 USD per round and must be paid before delivery of the final edited master. Reference Attachment A: Scope of Work for a more detailed breakdown.

4. CLIENT REPRESENTATIVE

The Client representative shall be [Client rep], who is authorized by Client to make all decisions on behalf of Client regarding production hereunder, and whose decisions shall be fully binding.

5. SCHEDULING

Producer shall endeavor to comply with Client's desired scheduling of production. Client will approve initial video and revisions in a timely manner, defined as three (3) business days from edit delivery to Client.

Final Deliverables are deemed accepted if Client sends no notes or change requests within five (5) business days of their delivery. Producer will confirm the delivery date to Client in writing.

Shoot dates are reserved when this Agreement is signed. If Client reschedules or cancels a confirmed shoot day with less than seven (7) calendar days' notice, unless Producer agrees to the change in writing, Client shall pay a rescheduling fee of $798.00 USD per shoot day, plus any non-refundable third-party costs already incurred for that day, such as crew, rentals, or locations. No rescheduling fee applies when a shoot is moved because of a Force Majeure Event or unsafe

weather, as agreed by both parties. Client acknowledges that failure to provide notes, feedback, or any other required information to Producer, as defined above, will affect the delivery date.

6. LIMITATION OF LIABILITY

In no event shall Producer's aggregate liability arising out of or related to this Agreement, whether in contract, tort (including negligence), or otherwise, exceed the total fees actually paid by Client to Producer under this Agreement within the twelve (12) month period prior to the date upon which any such claim or cause of action arose. This limitation is cumulative and not per incident.

7. TERMINATION AND CANCELLATION

a. Termination for breach. Either party may terminate this Agreement by written notice if the other party materially breaches it, including (i) Client's failure to pay per the payment schedule, or (ii) Producer's failure to deliver the Deliverables as described in this Agreement, and the breach remains uncured ten (10) calendar days after written notice describing it.

b. Cancellation by Client. Client may cancel the project at any time by written notice to Producer. Fifty percent (50%) of the Production Fee is non-refundable and compensates Producer for reserved production dates and work performed. If Client has paid more than that amount at the time of cancellation, Producer will refund the excess, less the value of work completed at Producer's then-current rates and any non-refundable third-party costs Producer has incurred for the project. If the value of work completed exceeds the amounts already paid, Client shall pay the difference, not to exceed the total Production Fee, plus those third-party costs.

c. Effect of termination. At the time of termination or cancellation, except for any refund owed under Section 7(b), all payments received by Producer shall remain with Producer, and Producer shall deliver to [Client] all completed work product that has been paid for in full.

8. PRE-PRODUCTION CONDITIONS

Producer is not obligated to begin performance under this contract until Client complies fully with each of the following conditions:

i. Contract Form. This form must be signed by an authorized representative of Client before pre-production begins.

ii. Artwork, Music, etc. Any artwork, music, or the like to be provided by Client must conform to the reasonable format specifications of Producer or Client will bear the costs of any dubbing or additional expenses required to accommodate such material.

In the event of delays incurred at the request of Client, any out-of-pocket expenses or fees incurred by Producer will be due and payable with the final payment, regardless of the status of the project.

9. FILMING AND EDITING

Producer strongly recommends that Client be present during all shoot days. If Client is present during production and approves the work at hand, the product shall be deemed to meet all standards including but not limited to quality, format, accuracy, and aesthetics, so long as the production conforms to industry standards. In such cases, Producer shall not be obligated to perform any reshooting unless Client agrees to pay such additional charges for reshooting as the parties may agree upon. If Client is not present at production, then shooting shall only be redone subject to Producer availability and upon Client's agreement to pay such additional charges for reshooting as the parties may agree upon. Producer will be responsible for, and meet, all technical standards.

Following Client's approval of the final edited master video, any changes requested by Client shall be billed at $150.00 USD per hour, and Client shall be required to deliver payment for such charges prior to Producer's obligation to perform any additional editing.

10. RAW FOOTAGE DELIVERY AND BUYOUT

Client acknowledges that raw, unedited video and audio files ("Raw Footage") are not included in the contracted Deliverables and are not part of the Production Fee outlined in this Agreement. Client may purchase a Raw Footage buyout:

i. At signing, for fifty percent (50%) of the Production Fee, only when selected in the accepted proposal and paid with the first payment; or

ii. After signing, for seventy-five percent (75%) of the Production Fee, on written request made at any time after the first payment and during the retention period in Section 12. The fifty percent (50%) rate is not available once this Agreement has been signed.

Client has selected the Raw Footage buyout at signing, for [Raw footage price], included in the Production Fee above. **Applies to: Raw footage picked at signing**

The Raw Footage buyout includes transfer of original media files as-is, without curation, editing, color correction, audio correction, organization, or long-term archival. Delivery will be provided via secure digital transfer or external drive supplied by Client. If Producer is required to supply a drive, physical media costs will be billed separately.

The Raw Footage buyout does not include license transfers for any third-party assets such as music, stock footage, or paid graphics. Producer retains the right to withhold or remove any elements that

cannot legally be transferred. All Raw Footage buyout fees must be paid in full prior to release of files. On payment in full, Producer assigns to Client its ownership rights in the Raw Footage delivered.

11. OWNERSHIP OF MATERIALS

Final Deliverables. Upon Producer's receipt of payment in full, Client shall be the sole owner of all rights in the final Deliverables, excluding stock footage, original or library music, and other third-party materials contained therein, which are licensed to Client for use in the Deliverables under their respective license terms. The final Deliverables are "work made for hire" under the Copyright Act, and to the extent they are not, Producer hereby assigns to Client all rights, title, and interest in the final Deliverables upon payment in full.

Production Materials. Raw Footage, outtakes, project files, and other materials created in producing the Deliverables ("Production Materials") are not Deliverables and remain the property of Producer, unless Client purchases the Raw Footage buyout under Section 10. Producer will not license or sell Production Materials showing Client's people, products, trademarks, or premises to any third party without Client's written approval.

Client shall be the sole owner of any and all trademarks and trade names used in connection with the product marketed hereunder and has the right to use them as it wishes.

12. FOOTAGE RETENTION AND ARCHIVING

Producer will retain all original project footage and associated media files for a period of one (1) year from the date of final project delivery. During this retention period, Client may request copies of the archived footage or project media, which may be provided at Producer's discretion and may incur additional administrative, transfer, and storage fees. After the one-year retention period has elapsed, Producer is under no obligation to store, maintain, or provide access to any project footage, raw media, or project files. Producer reserves the right to delete or dispose of such materials at any time after the retention period without notice. Client is responsible for requesting and securing any desired copies of footage prior to the end of the retention period.

13. RELEASES AND SUBSTANTIATION

Producer shall be responsible for obtaining releases, licenses, and/or other approvals for any and all music, recordings, voices, likenesses, persons, and copyrighted materials of other persons appearing within the video, with the exception of persons with whom Client has a pre-existing relationship pursuant to which persons or materials are included in the production at the request of Client.

Client shall indemnify and hold harmless Producer from any and all claims, damages, costs, and attorney's fees incurred by them arising from or related to the product and its design, manufacture and performance, from or related to intellectual property and/or contractual claims relating to the use of Client's trademarks in the production or sale of the product, and from or related to materials provided by or at the direction of Client for inclusion in said production.

14. NO WARRANTY

Producer makes no warranty, expressed or implied, with respect to merchantability, fitness for intended purpose, or any other matter, except as stated in this contract.

15. USE OF MATERIALS

Producer may use the final Deliverables, excerpts of them, and behind-the-scenes stills and footage from the production in its portfolio, demo reels, website, social media, pitches, and award submissions once Client has publicly released the Deliverables. For Deliverables Client does not release publicly, or that contain confidential information, Producer will request Client's written approval before any such use. Client may opt out of portfolio use, in whole or in part, by written notice to Producer.

Client agrees to hold harmless Producer from any damage, loss, or liability, including attorney's fees, resulting from but not limited to unauthorized use of music and/or artwork supplied or requested by Client and used in production.

16. INDEPENDENT CONTRACTOR RELATIONSHIP

The parties are contractors independent of one another, and neither has the authority to bind the other to any third party or otherwise act in any way as the representative of the other, except as specified in this Agreement. This Agreement shall not be construed as a joint venture or partnership. At all times, each party shall represent itself to third parties as an independent contractor. Neither party shall make any representations which may lead any third parties to believe that such party is acting in any capacity other than as an independent contractor.

17. MISCELLANEOUS

The representative of each party acknowledges that they have read this contract, understands it, and agrees to be bound by its terms. This contract is the exclusive statement between the parties and supersedes all proposals, representations, and other communications (oral or written) relating to the subject of the contract. Each provision of this contract is distinct and severable from all other provisions, and if any provision is held to be illegal, void, or unenforceable, the provision shall not

affect the enforceability of any other provision. This contract may not be modified except in writing by duly authorized representatives of both parties. This contract constitutes the entire agreement between [Client] and Boda Studios LLC. In any legal action arising under or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover its costs, reasonable attorney's fees, and expenses of litigation.

18. FORCE MAJEURE

Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by circumstances beyond that Party's reasonable control, without fault or negligence, and which could not reasonably have been foreseen or avoided ("Force Majeure Event"). Force Majeure Events include, without limitation: acts of God or public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes, or industrial disturbances. The affected Party shall provide prompt written notice to the other Party upon becoming aware of a Force Majeure Event.

19. GOVERNING LAWS

This contract shall be governed by the laws of the State of South Carolina. Any legal action arising under or relating to this Agreement shall be brought in the state or federal courts located in Charleston County, South Carolina, and both parties consent to that venue.

20. AUTHORITY

The individuals executing this Agreement on behalf of the respective parties each agree that they have the full power and authority to enter into and execute this Agreement and thereby bind the party on whose behalf they are signing.

21. SAFETY

Producer is not responsible for any injury occurring during filming. Producer will ensure proper safety measures are taken during the term of this agreement. If during the term of this agreement any Producer representatives have symptoms of illness that may affect others on set, they agree to notify Client immediately.

22. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year following its termination or expiration, Client shall not directly or indirectly hire, solicit, induce, or encourage any person who is

then employed by or contracted with Producer, or who was employed by or contracted with Producer within six (6) months prior to such solicitation, to terminate their engagement with Producer or to perform services for any other person or entity.

23. CONFIDENTIALITY

Each party will keep the other party's confidential information (non-public business, technical, financial, or customer information shared in connection with this Agreement) in confidence, use it only to perform this Agreement, and not disclose it to any third party except its employees and contractors who need it for the project and are bound by similar obligations, or as required by law. This does not apply to information that is public, already known to the receiving party, or independently developed.

24. TRAVEL

The Production Fee assumes production within fifty (50) miles of Charleston, South Carolina. For production outside that radius, Client shall reimburse Producer's reasonable travel expenses, including airfare, lodging, mileage at the current IRS rate, meals, and equipment shipping, as approved by Client in writing before travel is booked.

25. NOTICES

Notices under this Agreement must be in writing and are effective when delivered by email to the addresses the parties use to sign this Agreement, or to another address a party designates by notice, or when delivered by hand or nationally recognized courier.

26. EFFECTIVE DATE

This Agreement shall be effective when executed by all parties hereto and may be executed in counterparts and/or by electronic signature.

ATTACHMENT A: SCOPE OF WORK

Client: [Client]

Total Budget For This Project: [Production fee]

Pre-production. Our main focus here is to formulate the story we will be telling through storyboarding, then to refine the logistics: brainstorming, script refinement, location scouting, casting, scheduling, music search, and a strategy session. 2 hours of total pre-production consulting

and collaboration are provided on behalf of Producer (if needed). Time beyond that will be billed at $150.00 USD per hour.

Production. This is where everything comes together. All logistical efforts and concept creation are executed here. Included equipment represents the minimum main pieces needed to tell your story in a high-quality and impactful manner: cinema camera systems, pro audio (lavaliers, shotgun microphones), stabilizers, lighting kits, modifiers, and grip and gaff. All equipment listed is owned by Producer and its use is included in the production cost.

Post-production. After all steps through production have been completed, post-production (editing) is where the project is finalized. Editing included: cutting and splicing clips to music into a timeline, voice over optimization (if applicable), color correction and grading, sound design, music integration, and basic text, titles, and graphics (if applicable).

Deliverables ([Package]):

[The deliverables, one line each, from the accepted proposal]

Add-ons: **Applies to: Projects with add-ons**

[Each add-on with its price] **Applies to: Projects with add-ons**

ATTACHMENT B: RETAINER TERMS **Applies to: Retainers only**

Package: [Package]

1. Term. This retainer runs for [Term months] months, starting on the kickoff date the parties set after signing (the "Term").

2. Fees. Client will pay [Production fee] for the full Term, due at signing by bank transfer (ACH) or wire. This reflects a [Paid-in-full discount] discount for paying in full. **Applies to: Paid in full**

2. Fees. Client will pay [Monthly fee] per month, charged automatically to Client's payment method on file on the same day each month, starting at kickoff. The total for the Term is [Term total]. **Applies to: Monthly**

3. Monthly scope. Each month includes: [Monthly scope]. Unused monthly deliverables roll over to the following month only, then expire.

4. Scheduling. Producer will plan each month's production with Client by the first business day of the month. Client's approval timelines in Section 5 apply to every deliverable.

5. Early termination. Client may end the retainer before the Term ends with thirty (30) days' written notice. Client remains responsible for fees through the end of the notice period and for work in progress.

Producer will refund the remaining full months after the notice period at the standard monthly rate, less the paid-in-full discount received. **Applies to: Paid in full: added to the end of item 5**

6. Renewal. At the end of the Term, the retainer continues month to month at the same monthly fee until either party gives thirty (30) days' written notice.

7. The rest of this Agreement applies to all retainer work. Each month's deliverables are Deliverables under Section 11 once that month is paid.