



Video Production Agreement – Growler Visual Media, LLC

Growler Visual Media, LLC

1300 Kent St
Durham, NC 27707

Overview:

Video production agreement between Discover Durham and Growler Visual Media, LLC (Videographer).

Objective:

Project objective, scope, details and output are all directly derived from the terms and description put forth in the Creative Brief, appended below, mutually agreed upon by Discover Durham and the Videographer.

Process:

Discover Durham to collaborate with the Videographer to identify a list of subjects to include and provide additional direction for the piece. Any major suggestions, questions, or clarifications should be made by the Videographer before starting the assignment. Videographer will provide an initial draft to Discover Durham by a mutually agreed upon deadline. Discover Durham will review and return the draft to the Videographer with any feedback or suggested edits. Edits should be made by Videographer within three business days. Discover Durham makes the final editorial call.

If an assignment goes beyond the mutually agreed upon deadlines, Discover Durham can void the agreement.

Once complete, Discover Durham has the first right to publish and promote the content across its channels (social media networks, email, website, etc.) tagging or attributing the Videographer appropriately. Videographer agrees to tag Discover Durham on social media in any posts that includes the content so Discover Durham is aware of the videographer's individual promotion of the content.

Payment Terms & Schedule:

Discover Durham will make payments to the Videographer based on satisfactory completion of assignment (**\$3,100**). Payment will be made within 30 days of receiving an invoice unless otherwise indicated.

If agreed-upon assignments and deliverables are not completed, payment will be suspended until the matter is resolved.

Expenses related to assignments are the responsibility of the Videographer unless otherwise agreed upon in advance.

Ownership & Credits:

Videographer grants Discover Durham full, exclusive rights to use content produced within this agreement. Once the content is completed/published, Discover Durham can use the content an unlimited number of times in its original format and redistribute to partners and media for their use.

Any additional usage outside of this agreement will be confirmed with the Videographer.

Terms & Cancellation:

This is a standing agreement that can be terminated at any time by either party. If either party decides to end the agreement, final payment will be made based on the work completed or in progress at that

time. Cancellation does not transfer ownership of the assignment; Discover Durham will still own what has been produced to that point.

Content Considerations:

1. Audience

- a) Visitor audience is the primary focus – presently targeting those who live outside Durham County and live within a drive market radius.
- b) Visiting friends and relatives residents are a secondary audience – as well as residents and commuters who spend time in Durham and want to be involved and be in the know.

2. Editorial Considerations

- a) The Videographer should follow Discover Durham's visual brand. Brand assets, logos and guidelines to be provided to the Videographer in advance.
- b) We aim to reflect the diversity of Durham's product and people, covering various communities, Durham locations across Durham County, and other diverse interests.
- c) Final editorial decisions to be made by Discover Durham staff.

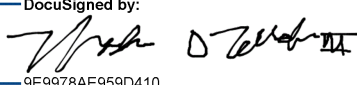
3. Editorial Process

- a) Content topics/assignments will be decided by Discover Durham, but open to proactive pitches.
- b) Communication with the Videographer will be made via email.

4. Procurement policy

- a) Discover Durham, as a Local Tourism Development Authority, follows the purchasing requirements of the NC Local Government Commission and guidelines provided at start up by the County of Durham
- b) At least three written quotations have been received and evaluated by the procuring department to ensure the contracted prices and conditions offered remain competitive

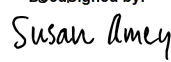
Confidentially agreement: Any proprietary information shared with the Videographer are to be kept confidential. Proprietary information includes the terms of this agreement and Discover Durham's processes.

DocuSigned by:


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Videographer Signature

Wil Weldon, Growler Visual Media, LLC

Videographer Representative Name Printed

DocuSigned by:


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Discover Durham Representative

Susan Amey, Discover Durham President & CEO

Discover Durham Representative Name Printed

Jan 26, 2022

Date

1/25/2022

Date