

# Memorandum

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**Date:** April 15, 2010  
**To:** Members of the Main Street Monroe/Downtown Development Authority  
**From:** Andrea Jones, Main Street Manager  
**Re:** TK Productions Contract

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Attached please find the contract with TK Productions developed for the video marketing campaign. This contract has been reviewed by the City Attorney. The Promotion Committee has not developed their budget for this project, but the details of the contract needed to be ironed out in order to determine what the costs associated with the project would be. The reason that the contract is coming to the Board separately (and before) the budget request is due to the Earth Day Celebration event on April 24<sup>th</sup> at which we wanted some video captured that will be used in the compilation video and the contract needed to be signed before that could be done. The Promotion Committee will discuss their budget at their May meeting, though they do have funds in their 2009-2010 budget to cover any costs that will be incurred this year based on preliminary estimates of video topics. **I recommend approval of the attached TK Productions Contract.**

Thank you.

## VIDEOGRAPHY FOR MULTIPLE MEDIA MARKETING PURPOSES CONTRACT

This is an agreement made on this, the twenty-first day of April, 2010 between the Main Street Monroe/Downtown Development Authority (hereinafter referred to as "MSM/DDA") and TK PRODUCTIONS (hereinafter referred to as "TK"). It is mutually agreed between the parties as follows:

### SECTION I.

For multiple event/subject features to be determined by MSM/DDA:

TK shall provide:

- a. A **ONE to TWO-PERSON** video crew that shall spend time necessary to capture the requests of the MSM/DDA and the essence/purpose of the event/subject taking both video and still photography. The video will be shot using a 16x9 HD widescreen format.
- b. UNLIMITED FIRST-RUN editing, which includes transitions and digital effects. Editing will be repeated until the product is satisfactory and a proof is approved by the MSM/DDA. After FIRST-RUN editing is complete, any changes requested to be made to the product by the MSM/DDA will be subject to additional fees as may be agreed upon by the MSM/DDA.
- c. Custom graphics and titles that will be used in addition to the MSM/DDA's ORIGINAL LOGO.
- d. UNLICENSED MUSIC. The MSM/DDA will not be responsible for any fees attached to the use of music in any video, photographic slideshow, and/or any other multi-media platform that may be used.
- e. A MASTER DVD (copy protected). This is to include interactive menus, custom DVD face artwork and custom DVD cases. A second master will be kept by TK in case of duplication requests by the MSM/DDA.
- f. A CD with Quicktime files including 16x9 NTSC, Broadband, and Streaming video formats for multiple media use on websites, YouTube, MySpace, Facebook and other social networking and web 2.0 platforms.
- g. Script production. TK will write copy for each event with both observational insight on the day of shooting and information provided by the MSM/DDA.
- h. Narration.
- i. Guarantee that the runtimes will be no less than requested by the MSM/DDA and no more than three (3) minutes per video.
- j. Interviews with patrons and workers at each event.
- k. The production costs may not exceed \$700 for each individual video.

## SECTION II:

For the annual compilation including footage from multiple event/subject features to be determined by MSM/DDA:

TK shall provide:

- a. A **ONE to TWO-PERSON** video crew that shall spend time necessary to capture the requests of the MSM/DDA and the essence/purpose of the event/subject taking both video and still photography. The video will be shot using a 16x9 HD widescreen format.
- b. UNLIMITED FIRST-RUN editing, which includes transitions and digital effects. Editing will be repeated until the product is satisfactory and a proof is approved by the MSM/DDA. After FIRST-RUN editing is complete, any changes requested to be made to the product by the MSM/DDA will be subject to additional fees as may be agreed upon by the MSM/DDA.
- c. Custom graphics and titles that will be used in addition to the MSM/DDA's ORIGINAL LOGO.
- d. UNLICENSED MUSIC. The MSM/DDA will not be responsible for any fees attached to the use of music in any video, photographic slideshow, and/or any other multi-media platform that may be used.
- e. A MASTER DVD (copy protected). This is to include interactive menus, custom DVD face artwork and custom DVD cases. A second master will be kept by TK in case of duplication requests by the MSM/DDA.
- f. A CD with Quicktime files including 16x9 NTSC, Broadband, and Streaming video formats for multiple media use on websites, YouTube, MySpace, Facebook and other social networking and web 2.0 platforms.
- g. Script production. TK will write copy for each event with both observational insight on the day of shooting and information provided by the MSM/DDA.
- h. Narration.
- i. Guarantee that the runtime will be no less than requested by the MSM/DDA and no more than three (3) minutes.
- j. Interviews with patrons and workers at each event.
- k. The production costs may not exceed \$700 for the annual compilation video.

## SECTION III:

## Miscellaneous Stipulations

- a. The production period begins upon the signing of the contract, and concludes June 30, 2011. Either party may dissolve this contract with thirty (30) days written notice.

- b. MSM/DDA is aware that each video production made by TK is unique to the events being videotaped. Camera work and editing are based upon where the production crew is allowed to be positioned during the event.
- c. No down payment is required. Payment by the MSM/DDA will be made on an individual video basis once a completed video is in hand and an invoice has been issued by TK.
- d. In the event of a defective product, the defective object must be returned to TK for an exchange.
- e. TK will be given proper notice of the events scheduled for the client. Dates, times, and locations will be provided by the client at least seven (7) days in advance of each event.
- f. MSM/DDA reserves the right to distribute any video or digital content at their discretion.
- g. MSM/DDA owns the rights to all video and still photography under this contract. All materials will be provided by TK if requested by the MSM/DDA.
- h. MSM/DDA is free to use other videographer companies throughout the length of this contract and this contract will not be affected by such usage.

This constitutes the sole, complete and binding agreement between the parties hereto:

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Agent for MSM/DDA

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Agent for TK

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Signature of agent for MSM/DDA

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Signature of agent for TK