



crayton.communications, llc

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CONTRACTUAL AGREEMENT BETWEEN CLIENT AND PRIME CONTRACTOR

Made of the _____ day of _____, 19_____.

BETWEEN the Client, _____ and **Crayton Communications, llc**, hereinafter referred to as the Prime Contractor.

Recitals:

(A.) For the following Project: _____ hereinafter referred to as The Project.

The Prime Contractor shall provide the following services, products and equipment which are identified below and in Exhibits (1) through (7) which are subject to the terms and conditions of this Agreement.

1. Use of Project

1.1 Prime Contractor agrees that the project produced for Client, unless otherwise agreed in writing, belongs to Client wholly and will not require usage or licensing consents. Client agrees, however, to allow Prime Contractor to use said property for demonstration and/or promotional activities so long as such activities do not include the sale of such properties, and further provided that such use does not violate or infringe any rights of Client or any other person or entity to the project.

1.2 Prime Contractor shall retain in his possession all information, such as, written material, original stock footage, A&B rolls, master program & duplication masters until the total sum due is paid in full.

2. Payment

2.1 Client agrees to pay Prime Contractor as follows:

.1 The total amount due as specified in Exhibits (C) & (F) in completion of the Prime Contractor's portion of The Project.

.2 Client shall pay Prime Contractor a periodic finance charge of _____ % per annum, compounded and computed monthly, on any and all past due amounts.

3. Reimbursable Expenses

3.1 Reimbursable Expenses include actual expenditures made by the Prime Contractor in the interest of The Project. Reimbursable Expenses shall be paid in addition to subsection 2, to Prime Contractor.

4. Changes Orders

4.1 Client may, at any time during production of The Project, request that changes be made to The Project. All such requests for changes shall be subject to the written approval of both parties. Such alterations shall specifically list all changes requested, and shall, if applicable, contain revised schedules, completion dates and payment amounts. Except to the extent specifically provided by the terms of a change order, the terms of this contract shall remain in full force and effect. Change orders shall be effective only when each of the parties has executed one or more counterparts and each has delivered an executed counterpart to the other party.

5. Indemnification

5.1 Each party shall defend, indemnify and hold harmless the other party, its assigns, officers, agents and employees, from any and all liabilities, actions, or other claims arising out of that party's nonperformance of any of the provisions of this contract, or the actions of that party, its assigns, officers, agents or employees, including, but not limited to, actions for patent, trademark, or copyright infringement, or unfair competition.

6. Assignment

6.1 Neither party to this agreement shall assign any rights or obligations arising out of this agreement without the written consent of the other party.

7. Authority to Execute

7.1 The undersigned, by their signatures henceforth, represent and personally warrant that they are authorized by their respective companies to enter into this agreement on behalf of such companies.

Date:_____

Client:_____

Signed By:_____

PrimeContractor:_____

Signed By:_____