

# EUPHIE MAGIC/EM AGREEMENT

THIS AGREEMENT is dated \_\_\_\_\_ .

## PARTIES

(1) \_\_\_\_\_ (**EUPHIE MAGIC Video Story Designer** ) whose location is at 2201 Brandenburg Way, King of Prussia, PA 19406 (Address).

(2) \_\_\_\_\_ (Customer) whose location is at \_\_\_\_\_  
(Customer address).

## BACKGROUND

The parties have agreed that the **EUPHIE MAGIC** Video Story Designer shall provide the Customer with a graphic design or video story services on the terms and conditions set out in this agreement.

In providing the services as set out in **Schedule 1 (Services)**, the Video Story Designer may use:

All photos, videos, information and materials provided by the Client and used by the Video Story Designer relating to the Services which existed prior to the commencement of this agreement,

Using all these inputs, the Video Story Designer shall provide graphic art prepared by the Video Story Designer in relation to the Services in any form, including drafts (Deliverables).

## BUSINESS TERMS

### COMMENCEMENT AND DURATION

The EM Video Story Designer shall provide the Services to the Customer on the terms and conditions of this agreement.

The EM Video Story Designer shall provide the Services from the date first noted above.

Services shall continue to be supplied under this agreement until all the Deliverables required to be supplied by the EM Video Story Designer to the Customer as set out in Schedule 1 are supplied.

### EM VIDEO STORY DESIGNER'S RESPONSIBILITIES

The EM Video Story Designer shall provide the Services, and deliver the Deliverables to the Customer, in accordance with Schedule 1, and shall allocate sufficient resources to the Services to enable it to comply with this obligation.

Time is of the essence as to, timelines specified in Schedule 1 and the EM Video Story Designer shall meet these. If the EM Video Story Designer fails to do so, the Customer may (without prejudice to any other rights it may have):

- terminate this agreement in whole or in part without liability to the EM Video Story Designer;
- refuse to accept any subsequent performance of the Services which the EM Video Story Designer attempts to make;
- purchase substitute services from elsewhere;
- hold the EM Video Story Designer accountable for any loss and additional costs incurred; and
- have all sums previously paid by the Customer to the EM Video Story Designer under this agreement refunded by the EM Video Story Designer.

**The EM Video Story Designer shall:**

- co-operate with the Customer in all matters relating to the Services;
- ensure that the EM Video Story Designer uses reasonable skill and care in the performance of the Services.

**The EM Video Story Designer shall:**

- ensure that the EM Video Story Designer observe all applicable rules and regulations and any other reasonable requirements that apply to the provision of Services;
- notify the Customer as soon as it becomes aware of any legal compliance hazards or issues which arise in relation to the Services; and
- before the date on which the Services are to start, obtain, or have the Customer obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:
  - the Services; and,
  - the use of Pre Existing Material.

**CUSTOMER'S OBLIGATIONS**

The Customer shall:

- co-operate with the EM Video Story Designer in all matters relating to the Services and delivery;
- provide such access to the Customer's social data as may reasonably be requested by the EM Video Story Designer; and,
- provide the Customer Content and In-put Material reasonably necessary, in order to carry out the Services, in a timely manner, and ensure that it is appropriately licensed, consented, permitted and accurate in all material respects.

## CHARGES AND PAYMENT

In consideration of the provision of the Services by the EM Video Story Designer, the Customer shall pay the charges as set out in *Schedule 2*.

Where Services are provided on a time and materials basis:

the charges payable for the Services shall be calculated in accordance with the EM Video Story Designer's standard daily fee rates for the EM Video Story Designer's team;

the EM Video Story Designer's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day;

the EM Video Story Designer shall not be entitled to charge on a pro-rata basis for part-days worked by the EM Video Story Designer's unless it has the Customer's prior written consent to do so;

the EM Video Story Designer shall ensure that the EM Video Story Designer complete recorded time spent on the Services. The EM Video Story Designer shall use such time sheets to calculate the charges covered by each daily invoice; and

the EM Video Story Designer shall invoice the Customer weekly as necessary in arrears for its charges for time, expenses and materials for the project concerned.

**Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in Schedule 2. The total price shall be paid to the EM Video Story Designer in instalments, as set out in Schedule 2, with each instalment being conditional on the EM Video Story Designer achieving the corresponding milestone.**

Any fixed price and daily rate contained in Schedule 2 excludes taxes which the EM Video Story Designer shall add to its invoices at the appropriate rate.

The Customer shall pay each invoice which is properly due and submitted to it by the EM Video Story Designer, within **3 days** of receipt, to a bank account nominated in writing by the EM Video Story Designer.

If the Customer fails to pay any amount payable by it under this agreement, the EM Video Story Designer may charge the Customer **a late fee of \$25 a day from the due date**.

Invoices covering payment in respect of materials purchased by, or services provided to, the EM Video Story Designer, or for reimbursement of expenses, shall be payable by the Customer only previously approved by the Customer and if accompanied by relevant receipts.

The EM Video Story Designer shall maintain complete and accurate records of the time spent and materials used by the EM Video Story Designer in providing the Services in such form as the Customer shall approve. The EM Video Story Designer shall allow the Customer to inspect such records at all reasonable times on request.

Each party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other party against any amounts payable by it to the other party.

## **QUALITY OF SERVICES**

The EM Video Story Designer warrants to the Customer that:

the EM Video Story Designer will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;

the Services will conform with all descriptions and specifications provided to the Customer by the EM Video Story Designer, as set out in Schedule 1; and

the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force, and the EM Video Story Designer will inform the Customer as soon as it becomes aware of any changes in that legislation.

The provisions of this clause 4 shall survive any performance, acceptance or payment pursuant to this agreement and shall extend to any substituted or remedial services provided by the EM Video Story Designer.

## **OWNERSHIP**

Intellectual Property Rights shall mean all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off, all subsisting in the Deliverables.

All Intellectual Property Rights in the Deliverables arising in connection with this agreement shall be the property of the Customer, and the EM Video Story Designer hereby irrevocably assigns all such Intellectual Property Rights to the Customer, subject to payment of all the EM Video Story Designer's charges as per clause 3. The parties shall execute all documents necessary to initiate services.

If Deliverables are to be directly dispatched to a third party for printing by the EM Video Story Designer, the Customer shall have the right to approve these Deliverables before they are so dispatched.

If such approval is not secured by the EM Video Story Designer, the Customer shall not be obligated to pay the EM Video Story Designer's charges as per clause 3.

## **GENERAL LEGAL TERMS**

The EM Video Story Designer warrants that use of the Deliverables will be uninterrupted and free of any encumbrances or charges.

## **LIMITATION OF REMEDIES AND LIABILITY**

Nothing in this agreement shall operate to exclude or limit either party's liability for any liability which cannot be excluded or limited under applicable law.

Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

## **INTELLECTUAL PROPERTY RIGHTS**

The EM Video Story Designer shall indemnify the Customer against all damages, losses and expenses arising as a result of any action or claim of infringement of Intellectual Property Rights of a third party.

The indemnity in clause 9.1 is subject to the following conditions:

- the Customer promptly notifying the EM Video Story Designer in writing of the claim;
- the Customer making no admissions or settlements without the EM Video Story Designer's prior written consent;
- the Customer giving the EM Video Story Designer all information and assistance that the EM Video Story Designer may reasonably require; and
- the Customer allowing the EM Video Story Designer complete control over the litigation and settlement of any action or claim.

The EM Video Story Designer shall not use or re-create the look and feel of the Deliverables or anything substantially similar to it.

## **TERM AND TERMINATION**

This agreement shall commence on the Effective Date and shall (subject to earlier termination pursuant to this clause) terminate automatically on acceptance of the Deliverables by the Customer and payment of all outstanding sums.

Either party may terminate this agreement immediately at any time by written notice to the other party if:

- that other party commits any material breach of its obligations under this agreement which (if remediable) is not remedied within 14 days after the service of written notice specifying the breach and requiring it to be remedied; or
- that other party becomes insolvent or there is a change of control at the other party, or the other party ceases to trade; or
- On-half of deposit refundable if 16 hours of work has been performed by the EM Video Story Designer

### ***On expiry or termination of this agreement:***

- all licences granted to the EM Video Story Designer under this agreement shall terminate immediately;
- the EM Video Story Designer shall promptly return all Customer Content and all photos and video presentations, as is, to the Customer; and

all provisions of this agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

## **DATA PROTECTION**

The EM Video Story Designer warrants that, to the extent it processes any Personal Data on behalf of the Customer:

it shall act only on instructions from the Customer; and

it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

## **CONFIDENTIALITY**

Confidential Information shall mean all information whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:

identified as confidential at the time of disclosure; or

ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

The obligations of confidentiality in this clause shall not be affected by the expiry or termination of this agreement.

This clause supersedes the terms of any Non-Disclosure Agreement between the EM Video Story Designer and the Customer, which is hereby terminated.

## **NOTICES**

A notice given under this agreement:

shall be in writing in the English language (or be accompanied by a properly prepared translation into English);

shall be sent for the attention of the person, and to the address, fax number or e-mail address given in this clause (or such other person, address, fax number or e-mail address as the receiving

party may have notified to the other, such notice to take effect five days from the notice being received); and

shall be:

delivered by fax e-mail or link from google drive;

sent by pre-paid first-class post, recorded delivery or registered post; or

(if the notice is to be served or posted outside the country from which it is sent) sent by registered airmail.

The addresses for service of notice are:

**Customer/Client:**

Address: \_\_\_\_\_

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Cell/Text No.: \_\_\_\_\_

**EM Video Story Designer:**

Address: 2201 Brandenburg Way, King of Prussia, PA 19406

Name: Cassandra W. Lighty

E-mail: [EuphieMagic@gmail.com](mailto:EuphieMagic@gmail.com)

Cell: 610 990-2152

To prove service, it is sufficient to prove that the notice was transmitted by e-mail address of the relevant.

**PUBLICITY**

All media releases, public announcements and public disclosures by the EM Video Story Designer relating to this agreement or its subject matter, including promotional or marketing material, shall be coordinated with the Customer and approved by the Customer prior to release.

**ASSIGNMENT**

The EM Video Story Designer may not assign or transfer any of its rights or obligations under this agreement. The Customer may assign or transfer any of its rights or obligations under this agreement, provided it gives prior written notice to the EM Video Story Designer.

**ENTIRE AGREEMENT**

Except as provided in this clause, neither party shall have any remedy in respect of any untrue statement (whether written or oral) made to it on which it relied in entering into this agreement (Misrepresentation), and neither party shall have any liability other than pursuant to the express terms of this agreement.

Nothing in this agreement shall exclude or limit either party's liability for any Misrepresentation made knowing that it was untrue. Each party's liability for Misrepresentation as to a fundamental matter, including as to a matter fundamental to that party's ability to perform its obligations under this agreement, shall be subject to the limit set out in the Limitation of Liability clause.

### **THIRD PARTY RIGHTS**

The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this agreement is not subject to the consent of any person who is not a party to this agreement.

This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.

### **VARIATION AND WAIVER**

A variation of this agreement shall be in writing and signed by or on behalf of both parties to this agreement.

A waiver of any right under this agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

### **SEVERANCE**

If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the original commercial intention of the parties.

This agreement has been entered into on the date stated at the beginning of it.



## **EUPHIE MAGIC Services (Schedule 1)**

**Intro Video by Client (2 – 3 minutes) Video Presentations 2 minutes or less)**

**PACKAGE A** - EM Video Story of Video Presentations Only

**PACKAGE B** - EM Video Story with Intro Video and Video Presentations Only

**PACKAGE C** - EM Video Story of Video Presentations with Personalized Song

**PACKAGE D** - EM Video Story with Photos and Video Presentations at end

**PACKAGE E** - EM Video Story with Intro Video Presentations, Photos Only and Music

**PACKAGE F** - EM Video Story with Intro Video, Photos, Video Presentations and Music

**PACKAGE G** – EM Video Story with Intro Video Presentations, Photos, Videos and No Music

**PACKAGE H** – EM Video Story/THE WORKS: Intro Video, Video Presentations, Music & Personalized Song

- The EM Video Story Designer has made creating its Video Stories during this Stay at Home status a priority, however, other services consist of creating flyers, programs and keepsakes for Memorials or other occasions.
- All **Video Presentations** and **Photos** must be submitted by customer within a week 7 days after agreement signed & deposit made.
- Any music selections must be provided by customer as deadline or EM Video Story Designer will Select based on favorite genre;
- If customer requests a **personalized song**, EM Video Story Designer will customize the words of that song and include in the video story
- Individuals who will submit video presentations must be identified by the client and any relationship to honouree as deadline by the EM Video Story Designer.
- Any photos submitted should be of those of the honouree birth to present and/or with individuals identified as family or friends as a part of a group with in a photo with the honouree.
- Any requests for photos or information by the EM Video Story Designer must be responded to within a 24 hour timeframe. If delays beyond 24 hour, client will be charge the \$40 rate per hour until submitted.
- Allow a minimum of 48 hours after completion to work out any technical issues before presenting draft for review, comments & revisions. No changes after final draft in meeting date of event.
- If client fails to respond or submit requested videos and photos as deadline, there will be a billable of the \$20 rate per hour until client submission.

All Photos, Video Presentations, Mp3s and Profile Information are to be emailed to: [EuphieMagic@gmail.com](mailto:EuphieMagic@gmail.com)

## **EUPHIE MAGIC Pricing (Schedule 2)**

**EM Designer Fee:** \$40 per hour (hourly billing), \$600 flat rate for 16 hours of work depending on package

**Deposit:** Client shall pay the EM Designer a \$300 deposit

**Final Balance Due:** Upon completion of video story or date 48 hours before date of event

**All time spent performing Scope of Work and communicating with the Client is billable.**

**Client may pay EM Video Story Designer in instalments of 3 (Deposit, after 6 hours & Final Payment)**

**Client shall make final payment upon completion or 48 hours before the date of the event.**

<b>PACKAGE SELECTIONS</b>	<b>1-10 Videos Estimates</b>	<b>11 – up Videos **</b>
<b>PACKAGE A</b> – EM Video Story with Video Presentations Only	16 - 48 hours	24 – up hours
<b>PACKAGE B</b> - EM Video Story with Intro Video and Video Presentations Only	16 - 48 hours	24 – up hours
<b>PACKAGE C</b> - EM Video Story of Video Presentations with Personalized Song	16 - 48 hours	24 – up hours
<b>PACKAGE D</b> - EM Video Story with Photos of Honouree and Video Presentations at end	16 - 48 hours	24 – up hours
<b>PACKAGE E</b> - EM Video Story with Intro Video Presentation, Photos Only and Music	16 - 48 hours	16 - 48 hours
<b>PACKAGE F</b> - EM Video Story with Intro Video , Photos, Video Presentations and Music	16 - 72 hours	24 – up hours
<b>PACKAGE G</b> – EM Video Story with Intro Video Presentations, Photos, Videos and No Music	16 - 48 hours	24 – up hours
<b>PACKAGE H</b> – <u>THE WORKS</u> : Intro Video, Video Presentations, Music & Personalized Song	16 - 72 hours	24 – up hours
<b>PERSONALIZED SONG:</b> The EM Video Story Designer will perform and personalized a song in video of requested or suggested by client for: <ul style="list-style-type: none"> <li>• \$50 charge if EM Video Story Designer chooses or Knows Song Requested</li> <li>• \$75 charge if EM Video Story Designer Does not Know Song</li> </ul>	\$50 - \$75	\$50 - \$75
<b>FLYERS</b> (customized)	<b>One Sided</b> \$300	<b>Two Sided</b> \$500
<b>VIDEO STORY PROGRAMS FOR MEMORIALS, REUNIONS</b> (Printing extra)	\$50 a page	\$75 a page

**\*\* Additional Charges for each video presentations over 10 per EM Video Story**

**PLEASE COMPLETE PROFILE INFORMATION**

**NAME OF HONOREE**

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**TYPE OF CELEBRATION**

Birthday ( ) Number \_\_\_\_\_ Anniversary ( ) Bridal Shower ( )  
 Baby Shower ( ) Retirement ( ) Other \_\_\_\_\_

**PREFERRED OR FAVORITE COLORS**

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**FAVORITE MUSIC, SONG OR ARTISTS**

FAVORITE SONG(s): 1. \_\_\_\_\_ 2. \_\_\_\_\_  
 FAVORITE ARTISTS OR MUSIC GENRE:

**IF PACKAGE C OR PERSONALIZED SONG SELECTED, DESCRIBE PERSONALITY TRAITS OF HONORUEE**

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**LIST INDIVIDUALS IN THE VIDEO BEING SUBMITTED VIDEOS AND IDENTIFY BY RELATIONSHIIP TO HONORUEE**

NAME	RELATION	NAME	RELATION
1.		11.	
2.		12.	
3.		13.	
4.		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

**ALL VIDEO PRESENTATIONS ARE TO BE SUBMITTED WITHIN 7 DAYS FROM SIGNING OF AGREEMENT UNLESS THERE'S FLEXIBILITY IN DATE OF EVENT.**

