

VIDEO PRODUCTION AGREEMENT

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How to use this template

1. Replace everything in [SQUARE BRACKETS] with your details
2. Delete any clauses that don't apply to your work
3. Read every clause — don't send a contract you haven't read
4. Get it reviewed by a lawyer before first use
5. Both parties sign before any work begins

THE AGREEMENT

This Agreement is made on [DATE]

BETWEEN:

The Videographer: [YOUR NAME / BUSINESS NAME] [ABN / ACN / COMPANY NUMBER]
[ADDRESS] [EMAIL] · [PHONE]

AND

The Client: [CLIENT NAME / BUSINESS NAME] [ABN / ACN / COMPANY NUMBER]
[ADDRESS] [EMAIL] · [PHONE]

Together referred to as "the Parties".

1. SCOPE OF WORK

The Videographer agrees to provide the following services:

Project title: [PROJECT NAME]

Services included:

- [e.g. Pre-production planning and one (1) scoping call]
- [e.g. One (1) filming day, up to eight (8) hours on location at [LOCATION] on [DATE]]
- [e.g. Editing, colour grading and sound mix]
- [e.g. Licensed music track sourced by the Videographer]

Deliverables:

Deliverable	Length	Aspect ratio	Format
[e.g. Main film]	[e.g. 3–4 min]	[16:9]	[H.264 MP4, 1080p]
[e.g. Social cut-down]	[e.g. 60 sec]	[9:16]	[H.264 MP4, 1080p]
[e.g. Teaser]	[e.g. 15 sec]	[1:1]	[H.264 MP4, 1080p]

Delivery date: [DATE], subject to clause 4 (Revisions) and clause 9 (Client Delays).

Not included. Anything not expressly listed above is outside the scope of this Agreement, including but not limited to: additional filming days, additional deliverables or versions, additional aspect ratios, subtitles or captions, drone footage, second camera operator, still photography, and travel outside [AREA]. Additional work will be quoted separately and confirmed in writing before it begins.

2. FEES

Total project fee: \$[AMOUNT] [+ GST / plus applicable taxes]

Payment schedule:

Stage	Amount	Due
Booking deposit	[50]% — \$[AMOUNT]	On signing, to secure the date
Final balance	[50]% — \$[AMOUNT]	Prior to delivery of final files

Payment terms: Invoices are payable within [7] days of issue.

Late payment. Overdue amounts accrue interest at [X]% per month (or the maximum permitted by law, whichever is lower) from the due date until paid. The Videographer may suspend all work on overdue accounts and may recover reasonable costs of collection.

Deposit. The booking deposit is non-refundable and secures the filming date. It is applied against the total project fee.

3. FILE DELIVERY AND PAYMENT

Final files will be released to the Client upon receipt of full payment. Watermarked or preview versions may be shared for review purposes prior to final payment.

The Videographer will make final files available for [30] days from the delivery date. The Client is responsible for downloading and archiving their own copies within that period. Retrieval after that period may incur an archive fee of \$[AMOUNT], subject to availability.

4. REVISIONS

This Agreement includes **[two (2)] rounds of revisions**.

A revision round means a single consolidated set of notes, submitted together in writing. Notes submitted piecemeal over multiple messages will be treated as separate rounds.

Revisions cover adjustments to the edit within the agreed scope — pacing, shot selection, music, text and colour. They do not cover: reshoots, changes to the agreed concept or structure, new deliverables, or changes arising from information the Client did not provide during the briefing.

Additional revision rounds are charged at **\$[AMOUNT] per round**.

Approval. Written approval of the final version — including by email or through an approval system — constitutes final acceptance. Notes received after final approval constitute a new project and will be quoted separately.

Review deadline. The Client will provide revision notes within [7] days of receiving each version. If no notes are received within [14] days, the version is deemed approved.

5. COPYRIGHT AND USAGE

Ownership. The Videographer retains full copyright in all footage, raw material, project files and completed work, unless expressly assigned in writing under a separate agreement.

Licence granted. On receipt of full payment, the Videographer grants the Client a [perpetual / [X]-year], [non-exclusive], [worldwide] licence to use the final delivered files for the following purposes:

- [e.g. The Client's website and owned social media channels]
- [e.g. Internal presentations and communications]
- [SPECIFY ANY OTHER PERMITTED USES]

Not permitted without a separate licence: paid advertising, broadcast television, cinema, resale, sub-licensing to third parties, or use by any entity other than the Client.

Raw footage. Raw and unedited footage is not included in this Agreement and remains the property of the Videographer. It may be licensed separately at a fee of \$[AMOUNT].

Portfolio rights. The Videographer may use the completed work and stills from it for portfolio, showreel, website, social media, awards submissions and marketing purposes, unless the Client requests otherwise in writing before delivery.

Credit. [The Client will credit the Videographer where practicable / No credit required.]

Third-party material. Music, stock footage and fonts supplied by the Videographer are licensed for the agreed use only. Extended or different use may require additional licensing at the Client's cost.

6. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide a complete brief and all necessary information before production begins
- Secure all location permissions, permits and site access required for filming
- Obtain signed appearance releases from all identifiable persons appearing on camera, unless otherwise agreed
- Supply any Client-provided assets (logos, brand guidelines, existing footage) by [DATE / the agreed date]
- Nominate a single point of contact authorised to approve work
- Provide revision notes within the timeframes set out in clause 4

7. CANCELLATION AND POSTPONEMENT

Cancellation by the Client:

Notice given

Fee payable

More than [30] days before filming	Deposit retained
[15]–[30] days before filming	[50]% of total fee
Fewer than [14] days before filming	[100]% of total fee

Work already completed at the time of cancellation is payable in full in addition to the above.

Postponement. The Client may postpone the filming date once, with at least [14] days' notice, subject to the Videographer's availability. The deposit transfers to the new date. Subsequent postponements are treated as a cancellation.

Cancellation by the Videographer. If the Videographer cancels for any reason other than a Force Majeure event, all monies paid will be refunded in full. The Videographer will use reasonable efforts to recommend a suitable replacement.

8. FORCE MAJEURE AND ILLNESS

Neither party is liable for failure to perform due to events beyond their reasonable control, including illness, injury, extreme weather, natural disaster, government restriction, or equipment failure not caused by negligence.

If the Videographer cannot attend on the agreed date due to such an event, the Videographer will use reasonable efforts to source a suitable replacement of equivalent standard. If no replacement is available, the Client may reschedule or receive a full refund of all monies paid. The Videographer's total liability in these circumstances is limited to the refund of fees paid.

9. CLIENT DELAYS

Delivery timeframes assume the Client meets the deadlines in clauses 4 and 6. Where the Client causes delay — by late provision of assets, late feedback, or delayed approvals — the delivery date extends by an equivalent period, and the Videographer may reschedule the work within their existing commitments.

Delays exceeding [30] days may result in the project being paused, with the outstanding balance becoming immediately payable and a restart fee of \$[AMOUNT] applying.

10. CREATIVE CONTROL

The Videographer retains creative discretion over the technical and artistic execution of the work, including shot selection, editing style and grade, subject to the brief and the revision process set out in clause 4.

11. LIABILITY

(This clause in particular should be reviewed by a lawyer, as enforceability varies by jurisdiction.)

To the maximum extent permitted by law, the Videographer's total liability under this Agreement is limited to the total fees paid by the Client.

The Videographer is not liable for indirect or consequential loss, including loss of profit, business or opportunity.

Nothing in this Agreement excludes any rights or guarantees that cannot lawfully be excluded, including under [the Australian Consumer Law / applicable consumer protection legislation].

Insurance. The Videographer [holds / does not hold] public liability insurance to the value of \$[AMOUNT] and [holds / does not hold] equipment insurance.

12. CONFIDENTIALITY

Each party will keep confidential any non-public information disclosed by the other in the course of this project, and will not disclose it to third parties without written consent, except as required by law.

13. SUBCONTRACTING

The Videographer may engage subcontractors (second shooters, editors, colourists, drone operators) to perform parts of the work, and remains responsible for the standard of the delivered work.

14. DISPUTE RESOLUTION

If a dispute arises, the Parties will first attempt to resolve it by discussion in good faith. If unresolved within [14] days, the Parties agree to attempt mediation before commencing legal proceedings.

15. GENERAL

Entire agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, quotes and proposals.

Variation. Any change to this Agreement must be agreed in writing by both Parties.

Governing law. This Agreement is governed by the laws of [STATE/TERRITORY, COUNTRY], and the Parties submit to the jurisdiction of its courts.

Severability. If any clause is found unenforceable, the remaining clauses continue in full effect.

Independent contractor. The Videographer is an independent contractor, not an employee, partner or agent of the Client.

SIGNATURES

By signing below, both Parties confirm they have read, understood and agree to be bound by this Agreement.

THE VIDEOGRAPHER

Signature: _____

Name: [YOUR NAME]

Date: _____

THE CLIENT

Signature: _____

Name: [CLIENT NAME]

Position: _____

Date: _____
