

VIDEO CLIP FILMING AGREEMENT FACT SHEET

REMEMBER TO CHECK OUT THE VIDEO CLIP FILMING AGREEMENT CHECKLIST THAT GOES WITH THIS FACT SHEET. THE CHECKLIST OUTLINES KEY TERMS IN VIDEO CLIP FILMING AGREEMENTS, AND THIS FACT SHEET PROVIDES MORE DETAIL ON THOSE TERMS.

WHAT IS A VIDEO CLIP FILMING AGREEMENT?

A video clip filming agreement sets out the agreed terms upon which a producer will shoot a video clip for a band. It needs to involve the key elements set out in the accompanying Checklist.

Key Terms of a Video Clip Filming Agreement

PRODUCER DETAILS

As always in contracts, it's important to identify the correct contracting party.

DETAILS OF PARTY ENGAGING PRODUCER

Independent artists may contract directly with video clip producers for their services. In more mainstream label deals, generally the record label will engage the producer.

PROJECT AND SERVICES

As with any services agreement, it is important to be clear about the scope of the services. Customarily, the video producer may provide a brief to win the work and that can be appended as a guideline to what's to be done, together with such other additional details as the parties think necessary to be clear. That might include the name of the track, the performing artist, etc.

Given that the direction of video clips is a key part of the creative service, it's important for the contract to identify who will be the physical director of the shoot. That might be the producer themselves if it is a one-person operation, or it might be someone hired in by the producer or production company.

Where the producer is going to include third-party footage in the video, it is important to ensure all that footage is properly cleared.

FILMING PROCESS

The agreement should set out all the usual logistics of when the shoot is going to happen and where. The agreement should also set out who is paying for and selecting locations, extras, sets, and props, etc. These may be part of an all-in budget, or separately paid for by the respective parties. It's important with projects such as video clips to have a clear budget to set out the spend. (The producer may have already prepared a budget to win funding from the label or under a grant program.)

There are several formats in which the video can be delivered so it's important to specify the correct format for delivery of the producer's work.

COPYRIGHT AND PRODUCTION ASSET OWNERSHIP

The agreement should make it clear that the artist or label commissioning the shoot acquires the underlying camera files and other material created by the producer.

As with sound production contracts, it's important to specify when copyright in the video clip vests in the artist or the label. The producer will likely negotiate that property in the assets and the intellectual property asset rights only pass on payment in full, where as the artist or label will want those rights to vest on creation of the footage.

The producer may want to use the video clip in their own portfolio, which should be the subject of separate consent.

There should also be a process for rejecting the video if it isn't good enough quality and a process for reshooting and fixing up errors at the producer's cost.

PRODUCER FEES

Generally, videos are produced for a flat fee. Typically, this will be 50% on commencement of pre-production and 50% on either commencement of principal photography or completion and delivery of the video.

TERMINATION

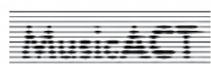
At some point, it might be necessary to cancel the shoot or to get out of the deal. For example, if the artist hasn't paid the deposit or some other agreed fee, or if the producer looks to be incapable of following through on their promise to make the clip. Events outside the parties' control may also affect the scheduled shoot dates. It's important that the agreement sets out processes for dealing with each of these situations.

If the video shoot is cancelled by the artist or the label, the contract should address whether any compensation is payable to the producer by reference to how late the notice period cancellation is. If the producer cancels the shoot, it might be possible to negotiate that they will reschedule it at some other mutual time, at no extra cost.

INSURANCE

Commonly, production businesses have various insurances to cover them for public liability and the safety of crews on set etc. You should make sure the basic minimums insurance coverage is set out in the agreement and ask for certificates of currency for that insurance before proceeding with the shoot. The producer may insist that the performer has insurance as well, though this is less common.

For more information, you can speak to your local Industry Association, the Arts Law Centre of Australia or a legal practitioner.



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