

## PREPARED FOR

Gerald L. Hazelbauer | The Membrane Group

## SCOPE

The Membrane Group Micro-Documentary

## ISSUED

6-20-23

## VALID TO

7-11-23

Document Ref: PWYAH-U5V4E-DRFF2-IULHV Page 1 of 10

## NOTICE

Upon opening this document you have agreed that the information contained in this proposal is confidential, privileged, and only for the information of the intended recipient and may not be used, published or redistributed without the prior written consent of The Evoke Group. If the contents of this are shared with outside parties without the expressed consent of The Evoke Group, The Membrane Group is subject to have any current project terminated. The Evoke Group reserves the right to seek legal action, should the sharing of trade secrets enter a position that could harm The Evoke Group.

# PROJECT OVERVIEW

## PURPOSE

The purpose of this project is to create an entertaining and enjoyable micro-documentary to celebrate the history and memorialize the reunion event for the The Membrane Group. This video will feature on camera interview content (15-17 Interviewees), alongside cuts from the Zoom Recording, supplemented by relevant, cinematic b-roll, and licensed music beds, each pertaining to the goals established within the pre-production phase.

The final video will be ~15 Minutes in length, and include the following:

- 15-17 Interviews
- B-Roll of the Atrium Event & Life Sciences Center, as well as the "Membrane Group" space inside Stephens hall including the Art throughout
- VHS Conversion & Physical/Digital Delivery
- 1 Full Day, 1 Half Day, and 1 Extended Half Day of Production (On-Location Filming) • Archival Photos/Footage
- Motion Graphics
  - Lower-Third Titles for all On-Camera Speakers
  - Animated Timeline highlighting important dates/markers
- Gear Rental
  - Aputure 600d
  - Light Dome 2
  - 4x4 Negative Fill Floppy

## PROJECT BREAKDOWN

## SCHEDULE

- Phase 1: Pre-Production and Scheduling
- Phase 2: Production
- Phase 3: Post-Production

## PRODUCTION OVERVIEW

### Pre-Production

This includes all collaborative conceptualizing, production prep, and interview question creation to be discussed during the initial creative meeting to be held before all video production begins. This also includes production scheduling, location and actor management, and production planning for the video.

### Filming & Production

This includes all production needs for 1 Full Day, 1 Half Day, and 1 Extended Half Day of production with a 2 man crew. During this phase, our team will plan to capture up to 17 interviews, as well as associated b-roll footage. This includes all labor and necessary equipment/props provided by The Evoke Group, excluding the additional gear rental listed in the pricing table.

### Post Production

This includes all post-production required to finalizing the ~15 Minute video product with 1 round of revisions. Within this phase, our team will organize, filter, and categorize relevant and usable content from each interview. This budget covers the completion of rough edits, color correction, preparation of final compositions, export and rendering, and delivery of the finalized video files.

### Motion Graphics

This includes the creation and implementation of a logo intro and outro animation, an animated timeline, as well as lower third title creation to identify each on-camera speaker.

## COST BREAKDOWN

Video Project Price Summary	Price	QTY	Subtotal
Pre-Production	\$1,000.00	1	\$1,000.00
Production 1 Full Day, 1 Half Day, 1 Extended Half Day	\$7,500.00	1	\$7,500.00

Video Project Price Summary	Price	QTY	Subtotal
Post-Production ~15 Minute Asset	\$7,500.00	1	\$7,500.00
Motion Graphics	\$1,750.00	1	\$1,750.00
Additional Gear Rental	\$200.00	1	\$200.00

Subtotal \$17,950.00

Total \$17,950.00

## TERMS OF SERVICE

Up-Front Cost - \$4,750 - Up-Front Cost (Pre-Production & 1/2 Production)

1st Checkpoint - \$3,950 - Billed Upon Completion of Production (1/2 Production Cost + Gear

Rental) 2nd Checkpoint - \$4,625 - Billed Upon Rough Draft Delivery (1/2 Post-Production & Auxiliary

Costs) Final - \$4,625 - Billed Upon Delivery of Finalized Assets (Remaining Total)

\*Additional costs will be billed on a case-by-case basis.\*

### Project Commencement

In order to begin work on any project agreed upon between The Membrane Group and The Evoke Group, an upfront payment will be made to The Evoke Group. The amount of this payment is in regards to the total scope of the project. This payment shall represent a showing of good faith and cover our time through the commencement of the project. Unless otherwise agreed upon, no project work shall begin until payment has been received by The Evoke Group.

## VIDEO CONTRACT

This is a legal and binding contract between The Evoke Group and The Membrane Group (referred to in this section as "Client"). These are the terms of our agreement together:

### 1. Furnishing Materials, Services, and Releases

Unless covered in Project Breakdown above: Client shall supply scripts, storyboards, product props,

production notes, music, celebrity talent, creative guidance/supervision, and related clearances, unless otherwise noted in the scope above. Client shall supply staff/talent and locations required for the delivery of the Specified Media(s) not covered in the scope above.

Producer: Producer shall deliver the completed project media(s) pursuant to this Agreement in digital form via email or USB drive. Producer shall supply everything else required for the delivery of the Specified Media(s) unless exceptions are so noted.

## 2. Changes in Specifications

If at any time, Client desires to make any changes or variations from the script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress, and such changes result in additional costs to Producer, Producer agrees to notify the Client of the amount before any such additional costs are incurred and Producer shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by Client shall be binding and incorporated into the terms of this Agreement. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

## 3. Ownership

Except as otherwise provided herein, Client owns all rights, title and interest in and to the media(s) which are the subject of this agreement, including all copyrights therein as well as in and to all the out takes and clips. Client grants Producer permission to use logos and/or brand markings provided by the Client during the course of the contracted work and assumes liability.

## 5. Independent Contractor

It is understood that the Producer's status under this Agreement is that of an independent contractor and that all persons engaged by Producer in performing its obligations shall not be deemed employees of Client.

## 6. Producer Warranties

Producer represents and warrants:

- That Producer has full right to enter into this Agreement and to perform its obligations hereunder and will comply with all applicable Federal, State and Local Laws, ordinances and

- That Producer will use reasonable efforts to obtain all licenses, consents and rights necessary and incident to the performance, reproduction and exhibition of the Specified Media(s) with respect to materials, elements and services provided by Producer.

## 7. Client Warranties

Client shall pay Producer an up-front cost upon contract signing and the remaining balance will be invoiced and due within 30 days of final invoice delivery.

## 8. Indemnification

Producer agrees to indemnify, defend, and hold harmless Client and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation of Producer in this Agreement. Contracting Client agrees to indemnify, defend, and hold harmless Producer and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation of Contracting Client in this Agreement.

## 9. Tax Liability

Any sales tax, use tax, or other tax payable on production and delivery of Specified Media(s) to Client(s) (other than sales tax arising from Producer's purchases of materials or supplies in connection with the production) shall be the responsibility of Client who shall pay, defend and hold harmless Producer from payment of any such taxes.

## 10. Assignment

This Agreement may not be assigned by either party without the written consent of the other.

## 11. Insurance Coverage

Client shall obtain, pay for and maintain Professional Liability (Errors and Omissions Liability) insurance covering all intellectual property right infringement(s) that arise from any and all uses of the media. Client will obtain and maintain insurance coverage with respect to Agency/Client job(s) at no cost to

Producer. Client will indemnify, defend and hold harmless Producer and Director for any and all claims, demands, actions including defense costs and attorneys fees for claims arising from the media(s).

## 12. Contingency and Weather Days

A contingency day is any day where a scheduled media/film shooting has been prevented from occurring due to circumstances beyond the control of the production company.

These circumstances may include but should not be limited to:

- Weather Conditions- rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the Client
- Injury, illness, or absence of client-supplied elements - e.g. key talent, color correct products • Force Majeure- meaning but not limited to, earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism, and acts of God
- Client Insured Re-Shoots- any additional days for a job insured by the Client, who is therefore authorizing the expenditure). The Client should be provided with a contingency day cost which should be approved prior to proceeding with that shoot day

The Production Company recognizes its obligation to minimize contingency day liabilities and will apply accepted industry cancellation practices.

Upon request, The Production Company will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost. This will be a cost per day figure. However, this figure does not include the cost of premiums for crew or suppliers (i.e., should the contingency day fall on weekends, holidays or premium days based on consecutive employment).

## 13. Cancellation and Postponement

A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project.

If the Production Company blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then the Production Company makes no further efforts to sell the time. If the job is canceled or postponed within the Guideline time frame, it is unlikely that this time can be re-booked. It should be understood that this time represents the Production Company's only source of income.

Cancellation and Postponement for Film or Digital Video Production:

- If notice of cancellation/postponement is given to the Producer one to ten business days prior to

the commencement of the shoot, the Client will be liable to the Production Company for all out of-pocket costs, 100% remaining balance for director's fee if applicable, and 100% remaining balance for full production on the job as bid.

- If notice of cancellation/postponement is given **eleven to fifteen business days** prior to the commencement of the shoot, the Client will be liable to the Production Company for all out-of-pocket costs, 50% remaining balance for director's fee if applicable, and 50% remaining balance for production fee on the job as bid.
- If notice of cancellation/postponement is given **more than fifteen business days** prior to the commencement of the shoot, the Client will be liable to the Production Company for all out-of-pocket costs, 25% remaining balance for the director's fee as bid, and 25% remaining balance for the production fee on the job as bid.

#### 14. Publicity Guidelines

Until notified in writing by Client, Production Company and Director each have a revocable license to use finished media(s) for promotional purposes.

#### 15. Dispute Resolution

The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

#### 16. Entire Agreement and Modification

This Agreement and any Addenda attached hereto shall constitute the entire agreement between Producer and Client. Any amendment hereto must be in writing and signed.

#### 17. No Waiver

Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those



*Gerald Hazelbauer*

07 / 20 / 2023

Document Ref: PWYAH-U5V4E-DRFF2-IULHV Page 9 of 10

Gerald L. Hazelbauer

The Membrane Group

# Signature Certificate

Reference number: PWYAH-U5V4E-DRFF2-IULHV

## Signer Timestamp Signature

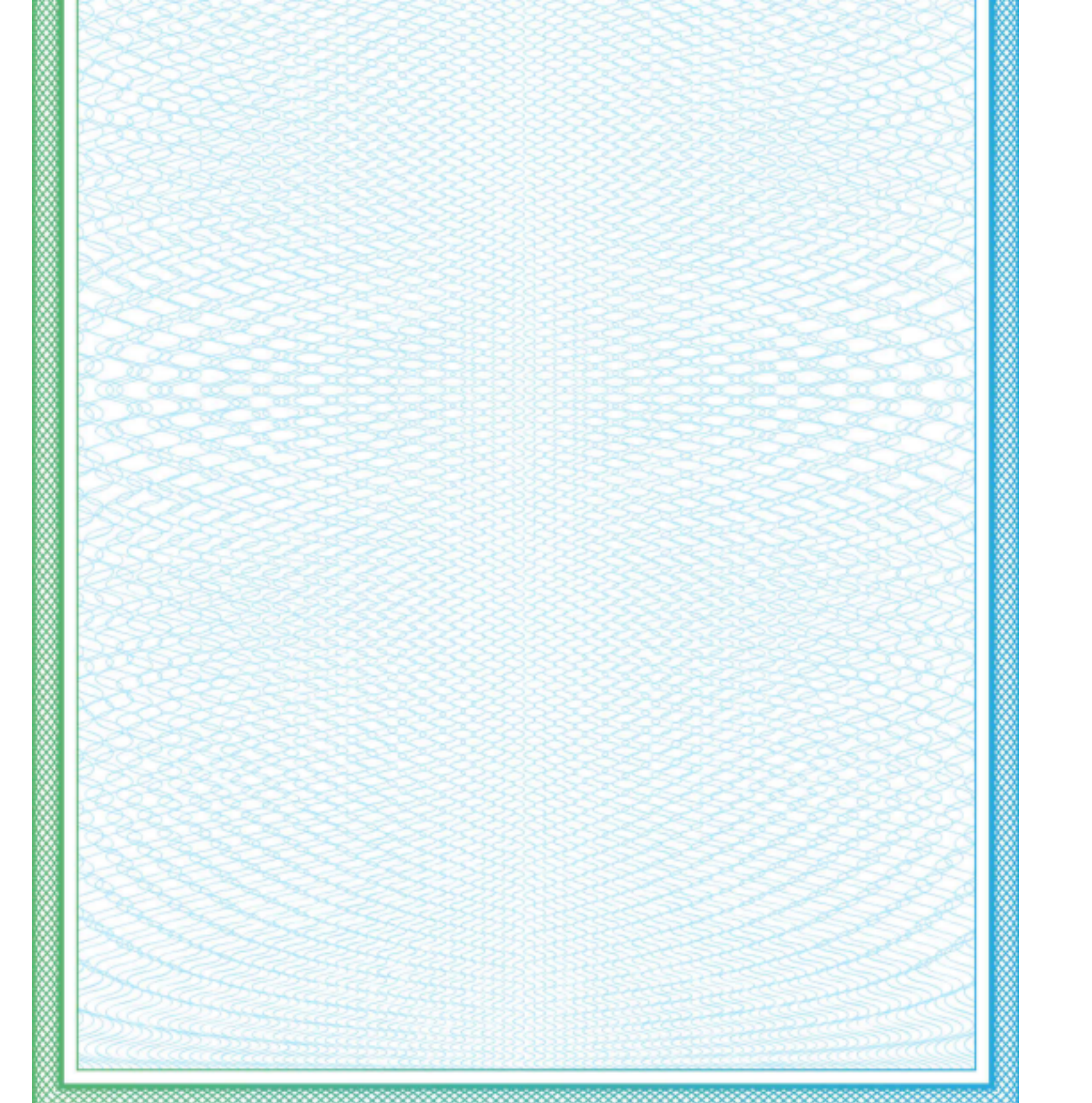
**Gerald Hazelbauer**

Email: [hazelbauerg@missouri.edu](mailto:hazelbauerg@missouri.edu)

Shared via link

Sent: 27 Mar 2023 16:37:02 UTC

*Gerald Hazelbauer*



Viewed: 27 Mar 2023 16:51:39 UTC Signed: 28 Mar 2023  
16:45:27 UTC

Document completed by all parties on:  
20 Jun. 2023 16:45:27 UTC

Page 1 of 1

PandaDoc is a document workflow and certified  
eSignature  
solution trusted by 40,000+ companies worldwide.  
IP address: 67.6.71.108  
Location: Columbia, United States