



MONTHLY SOCIAL MEDIA PACKAGE AGREEMENT

1. **The Parties.** This Videography Contract ("Agreement") is made between:

Client: _____ ("Client"), and videographer: Guillermo Zevallos Vargas ("Videographer"). Vargas Portfolio representative

WHEREAS the Client intends to pay the Videographer for Services provided, under the following terms and conditions:

2. **The Package (Services).** The videographer agrees to perform the following: *Social Media Monthly Package*, the Client will receive _____ high-quality and engaging videos each week for a total of _____ videos and _____ filming sessions per _____ Package. Each video will be the maximum Instagram video reel length of 90 seconds or less.
3. **Payment.** In consideration for the Services to be performed by the Videographer, the Client agrees to pay a total amount of \$_____ per package (see 2)
4. **This agreement is for the total of _____ Social Media Monthly Package(s)(see 2)**
5. **Deposit.** A deposit shall not be required; the full amount must be paid at least one week before the first filming day per package.
6. **Equipment.** There are no specific equipment requirements to perform the Services. The Videographer agrees to provide the Services in accordance with industry standards.
7. **Usage.** The Client has the following permissions, rights, license, and ownership of the finished video recording: Personal Use and Commercial Use.
8. **Ownership and Usage Rights:** The Client shall be the sole and exclusive owner of the final video cuts (the "Final Cut") delivered under this agreement. All rights to the Final Cut shall belong exclusively to the Client. Any assets used in the production of the Final Cut, including but not limited to music, stock footage, intro/outro animations, and other licensed or provided assets (collectively, the "Assets"), are for use solely within the context of the Final Cut videos. The Client may not extract, reuse, or distribute these Assets separately or in any other project, medium, or format outside of the Final Cut.

8.1 **Medical Practices.** *Any video where patients are involved must have a video/photo release signed form from the patient/model* to protect their privacy (HIPAA). It is the responsibility of the Client to verify that any photo and/or video shared with Vargas Portfolio LLC has a photo and video release form and/or disclosure agreement.
9. **Social Media.** You ("Client") agree to give permission to Vargas Portfolio LLC to use the videos for social media, website, and any marketing purposes. Otherwise, an **NDA** (see 10) will be required to protect the privacy of the content.



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☐ *I would like to request an NDA (see 9) to be added to your package*

10. **NDA.** If requested, NDA will be provided at extra cost to the client. This includes protecting the privacy of the project, names, and locations. It also restricts Vargas Portfolio from using all material on any social media, website, flyers, and as marketing assets.

11. **Contractor Status.** The Videographer, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Videographer's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, the videographer agrees and represents the videographer has the right to perform services for others during the term of this Agreement; the Videographer has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. The Videographer shall select the routes taken, starting and ending times, days of work, and order in which the work is performed; the videographer has the right to hire an assistant(s) as subcontractor or to use employees to provide the Services required under this Agreement. Neither the videographer, nor the Videographer's employees or personnel, shall be required to wear any uniforms provided by the Client; The Videographer shall perform the Services required by this Agreement, the videographer's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Videographer; Neither Videographer nor Videographer's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement, and The Client shall require neither the Videographer nor Videographer's employees or personnel to devote full-time to the performance of the Services required by this Agreement.

12. **Governing Law.** This Agreement shall be governed under the laws in the state of California.

13. **Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Videographer and the Client.

By signing below, I acknowledge that I have read, understand, and agree with the terms and conditions of this agreement.

Client Signature

Date

Guillermo Vargas
VARGAS PORTFOLIO LLC CEO

Date