

Ingalls & Co. LTD
Tape 30 Media
Project Agreement
Version 01 05/03/2025

1. **PREAMBLE:** This Project Agreement (the "Agreement") is made as of ____/____/____ (the "Effective Date"), by and between Ingalls & Co. LTD (the "Company"), and _____ (the "Client").
2. **DEFINITIONS.** As used herein, the following terms shall have the meanings set forth below:
 - 2.1. **"AGREEMENT"** shall mean this Project Agreement between the Client and Ingalls & Co. LTD, an Ohio LLC, dba "Tape 30 Media," outlining services, fees, deliverables, and legal provisions.
 - 2.2. **"CLIENT"** shall mean the individual or entity commissioning Ingalls & Co. LTD to provide media production services under this Agreement.
 - 2.3. **"TAPE 30 MEDIA"** shall mean the trade name under which Ingalls & Co. LTD operates for media production services, not a separate legal entity, and shall for all purposes of this Agreement be considered synonymous with Ingalls & Co. LTD.
 - 2.4. **"POINT-OF-CONTACT"** shall mean the Client-designated liaison responsible for approvals, feedback, and communication throughout the project.
 - 2.5. **"PROJECT BRIEF"** Shall mean the structured outline appended to this contract in which the Client details essential and prohibited elements of the Final Cut, a budget range, and other details.
 - 2.6. **"ROUGH CUT"** shall mean a complete edit according to the Proposal with shots and all dialogue in order, having music, potentially unfinished title screens and/or other graphics, potentially on-screen editing notes, and potentially unfinished transitions. The purpose of this cut is for the Client to be able to provide Notes requiring substantial changes if needed.
 - 2.7. **"FINE CUT"** shall mean a complete edit having all the approved elements of the Rough Cut, as well as completed title screens and/or other graphics, finished transitions, other tightened editing. The purpose of this cut is for the Client to be able to provide Notes requiring smaller changes if needed.

- 2.8. **“COLORING”** shall mean the post-processing adjustments to the contrast, saturation, etc. of the project’s footage.
- 2.9. **“VISUAL EFFECTS”** shall mean any imagery or elements that are created, manipulated, or enhanced that do not occur during live-action shooting. This includes, but is not limited to, the integration of live-action footage with computer-generated imagery (“CGI”), digital compositing, matte paintings, 3D models, animations, and any other digital or optical processes used to create environments, objects, creatures, or effects that would be dangerous, expensive, impractical, time-consuming, or impossible to capture on camera during normal recording. For the purposes of this Agreement, this does not include title screens.
- 2.10. **“SOUND DESIGN” & “SOUND MIXING”** shall mean all creative and technical activities related to the creation, acquisition, editing, manipulation, and integration of audio elements, including but not limited to dialogue, sound effects, Foley, ambient sounds, and music for the Project. This includes the design and production of original sounds, the selection and editing of preexisting audio, and the final mixing of all audio tracks to produce a balanced and cohesive soundtrack that aligns with the creative vision and technical requirements of the production.
3. **PROJECT BRIEF.** The Client shall have completed and returned the Project Brief to the Company prior to the Effective Date of this Agreement. The Project Brief shall be incorporated into and appended to this Agreement. The Project Brief can not be amended after having been completed and returned except for
 - 3.1. in the event that a Proposal is rejected, or
 - 3.2. an amendment is requested by the Company for the purpose of clarification by the Client, or
 - 3.3. the Point-Of-Contact is agreed to be changed by both parties in writing, or
 - 3.4. in the case of amending the “Project Packages” selected within the Project Brief.
4. **SERVICES TO BE PROVIDED.** The Company shall provide the following services to the Client, according to the terms outlined in this Agreement:

- 4.1. **PROPOSAL.** The Company shall provide a detailed Proposal document for the project (the “Proposal”), balancing budgetary restrictions, timeline requirements, and the Project Brief.
 - 4.1.1. **PROPOSAL CONTENT.** The Proposal shall contain
 - 4.1.1.1. the exact price for the project,
 - 4.1.1.2. the targeted Total Run Time (“TRT”) of the project,
 - 4.1.1.3. a log-line and summary for the project,
 - 4.1.1.4. a screenplay (if applicable) to be followed for the project,
 - 4.1.1.5. the aspect ratio(s) (if applicable) of the project,
 - 4.1.1.6. and a brief description of the targeted audio-visual style of the project.
 - 4.1.2. **INCORPORATION OF PROPOSAL.** When the Proposal is approved by the client in writing, it shall be incorporated into and appended to this Agreement. The approved Proposal shall be considered a part of the plans for Production for the purposes of Section 4.4.4.
- 4.2. **SCHEDULING.** Following the written approval of a Proposal by the Client, The Company shall coordinate with Client to schedule dates and Call Times for the project’s production. The agreed upon times shall
 - 4.2.1. provide adequate time to travel between necessary locations,
 - 4.2.2. provide adequate time to Set Up and Tear Down,
 - 4.2.3. and provide adequate time to record whatever is necessary according to the approved Proposal.
- 4.3. **TIMELINE.** The deadlines below shall be followed:

- 4.3.1. **CLIENT APPROVAL OR REVISION NOTES.** The Client must approve of or give Notes to each item designated in this Agreement as subject to the Client's Approval or Notes within _____ days of each said item's delivery by the Company.
- 4.3.1.1. **DELAYED REPLY.** Failure to give Approval or Notes as described in Section 4.4 shall advance the final delivery deadline as described in Section 4.3.8 by the number of days that the Approval or Notes were overdue at the time of the client's delivery of those overdue Approval or Notes.
- 4.3.1.2. **CLARIFICATION DELAYS.** In the event that the Company needs the Client to clarify, explain, and/or expand on their Notes, the Client must do so within _____ days, which are equal to the number of days specified in Section 4.3.1; failure to do so shall be considered a failure to give Approval or Notes as described in Section 4.3.1.1.
- 4.3.2. **PROPOSAL DEADLINE.** The Proposal as described in Section 4.1 shall be provided to the Client for Approval or Notes up to one week after the Effective Date of this Agreement.
- 4.3.3. **ROUGH CUT DEADLINE.** A Rough Cut shall be delivered to the Client for Approval or Notes up to _____ days (minimum of four days, seven preferred) after Production wraps.
- 4.3.4. **FINE CUT DEADLINE.** A Fine Cuts shall be delivered to the Client for Approval or Notes up to _____ days (minimum of two days, three preferred) after a Rough Cut is approved by the Client in writing.
- 4.3.5. **COLOR DEADLINE.** The Approved Fine Cut with Coloring shall be delivered to the Client for Approval or Notes up to _____ days (minimum of two days, three preferred) after a Fine Cut is approved by the Client in writing.
- 4.3.6. **VFX DEADLINE.** The Approved Fine Cut with complete Visual Effects (or "VFX") shall be delivered to the Client for Approval or Notes up to _____ days (case-by-case minimum, as determined by the Company).

4.3.7. **SOUND DESIGN & MIX DEADLINE.** The Approved Fine Cut with complete Sound Design and Sound Mixing shall be delivered to the Client for Approval or Notes up to _____ days (minimum of two days) after the VFX is approved by the Client in writing.

4.3.8. **DELIVERY DEADLINE.** The Final Cut must be delivered by the Company to the Client in the manner described in the Proposal by ____/____/_____, following a payment made as described in Section 5.

4.4. **APPROVALS, NOTES, AND REVISIONS.**

4.4.1. **APPROVAL OR NOTES DOCUMENTS.** Anything designated in this Agreement as subject to the Client's Approval or Notes shall be Delivered by the Company with an Approval or Notes document, which the Client shall use to Approve of or give Notes. Documents in which the Client designates Approval shall be incorporated into and appended to this Agreement.

4.4.1.1. **NON-AMENDABLE NOTES.** Notes Documents are non-amendable once returned to the Company. They shall include all notes desired for the next revision.

4.4.2. **NUMBER OF REVISIONS.** The Client by default may choose to not Approve of and consequently provide Notes for each item designated in this Agreement as subject to the Client's Approval or Notes up to three times per item.

4.4.2.1. **ADDITIONAL REVISIONS.** The number of times a client may choose to not approve of and consequently provide Notes for each item designated in this Agreement as subject to the Client's Approval or Notes may be increased upon request, provided that the Delivery Deadline as described in Section 4.3.8 is renegotiated between the Client and the Company, and shall incur additional costs which shall also be negotiated between the Client and the Company.

4.4.3. **FOURTH REVISIONS.** The fourth delivered revision of each item designated in this Agreement as subject to the Client's Approval or

Notes is considered approved by default upon delivery, unless additional revisions as described in Section 4.4.2.1 are requested within twenty-four (24) hours of fourth revision's delivery.

- 4.4.4. **PRODUCTION CHANGES.** Changes may not be made to any plans for Production without the approval of both the project's producer and director, who shall accommodate reasonable requests for changes; this is to ensure that production proceeds smoothly, quickly, and efficiently while maintaining a high standard of work quality.

4.5. **RE-SHOOTS.**

- 4.5.1. **CLIENT-REQUESTED RE-SHOOTS.** The Client may request re-shoots, but this will incur additional costs to be negotiated with the Company on a case-by-case basis, and will require the advancing the final delivery deadline as described in Section 4.3.8. The number of days by which the final delivery deadline must be advanced shall be negotiated by the Client and the Company, and shall

- 4.5.1.1. provide adequate time to travel between necessary locations,

- 4.5.1.2. provide adequate time to Set Up and Tear Down,

- 4.5.1.3. and provide adequate time to record whatever is necessary to complete the re-shoot.

- 4.5.2. **COMPANY'S FAULT RE-SHOOTS.** If a re-shoot is required due to technical error or misfortune (including but not limited to data corruption or accidental overwrite), the Company shall inform the Client as soon as possible. The Company shall make a good-faith effort to schedule and execute the re-shoot without impacting the final delivery deadline. A Re-shoot of this kind shall incur no additional costs to the client, and shall result in a 10% reduction of their Final Cut cost.

5. **FEES & PAYMENT.**

- 5.1. **PAYMENT TRIGGER AND DUE DATE.** Unless the project is canceled under Section 7, the entire project fee as set forth in the approved Proposal and

including any additional incurred costs as described in this Agreement shall become due and payable in full upon the Client's written approval of the final Sound Mix (and therefore the Final Cut). The Company will issue an invoice for the total amount immediately upon Client approval of the Final Cut or issuance of a cancellation invoice under Section 6.

- 5.2. **LATE PAYMENT.** All invoiced amounts not paid within seven (7) calendar days after the invoice date shall bear interest at a rate of 1.5% per month (or the maximum rate permitted by law, whichever is lower), calculated daily from the invoice due date until paid in full.
- 5.3. **CURRENCY AND PAYMENT METHOD.** All payments shall be made in United States Dollars (USD). The Client may pay by bank transfer or by check made payable to "Ingalls & Co. LTD." Any bank or wire-transfer fees shall be the responsibility of the Client.
- 5.4. **INVOICES.** The Company shall deliver its invoice(s) to the Client via email or postal mail, to the address provided in the Project Brief, upon the Approval of the Final Cut or the project's cancellation. All invoices shall itemize incurred additional costs beyond that given in the Approved Proposal as well as any interest charges as described in Section 5.2.

6. **INTELLECTUAL PROPERTY.**

- 6.1. **FINAL CUT.** The copyright of the Final Cut is assigned to the Client upon full payment.
- 6.2. **PORTFOLIO LICENSE.** The Company retains a perpetual, royalty-free right to use the Final Cut in portfolios, archiving, and marketing.
- 6.3. **ORIGINAL FOOTAGE.** The copyright of the original footage remains with the Company unless purchased by the Client at three dollars (\$3) per minute of run-time. Any original footage, if purchased, must be purchased as entire, uncut clips.

- 7. **CANCELLATION.** The Client may cancel the project at any time with written notice, on the condition that a Cancellation Fee covering all costs already incurred by the Company (including but not limited to man-hours worked, special equipment rentals, location rentals) shall be paid by the Client to the Company upon receipt of the corresponding cancellation invoice.

8. **BRANDING.** The Final Cut shall clearly, in an easily visible and legible manner, display “A Tape 30 Media Production” and “Tape30.com” for at least three (3) seconds.
9. **CONFIDENTIALITY.** Both parties shall keep all non-public information confidential. The Company is entitled to seek injunctive relief in addition to other legal remedies to enforce this Section 9.
10. **METHOD OF AMENDMENT OR WAIVER.** No provision of this Agreement shall be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by the Client and by the Company. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
11. **GOVERNING LAW.** The Client acknowledges and agrees that this Agreement is and will be governed, construed, and administered according to the laws of the State of Ohio, as they may be amended from time to time.
12. **ARBITRATION.** Any and all disputes arising out of or in any way connected with this Agreement shall be resolved by binding arbitration, with this arbitration being the sole and exclusive remedy. The award of the arbitrator may be entered in any court of applicable jurisdiction and shall be a final and binding judgment. Any party shall have the right to demand arbitration at any time, and arbitration shall be carried out pursuant to then existing commercial rules of the American Arbitration Association using three arbitrators, unless the parties can agree on a single neutral arbitrator from the Association’s panel. Without limiting the rights of the arbitrator, the arbitrator shall have the right to assess penalties against a party that delays the arbitration, to grant affirmative relief, and to require that the party that does not prevail shall pay all attorneys’ fees and costs of the other party. The parties shall have such rights of discovery as are permitted by contract in the State of Ohio and it is the intention of the parties that these discovery rights shall be coextensive with discovery rights available in civil actions in the courts of the State of Ohio for the amounts and the issues involved in the arbitration. The arbitration shall take place in the County of Cuyahoga, State of Ohio and the laws of the State of Ohio shall apply.
13. **SEVERABILITY.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid, then the remaining provisions are to be construed as if the invalid provision was never included.

14. **CONSTRUCTION OF HEADINGS.** All headings contained in this Agreement are solely for the reader's convenience and reference, and shall not be deemed part of this Agreement.
15. **ENTIRE AGREEMENT.** This Agreement supersedes any prior and contemporaneous understandings and agreements among the parties regarding the subject matter of this Agreement. This Agreement shall constitute the full and complete agreement between the Client and the Company.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Client Signature:

Client Name:

On the Behalf of Ingalls & Co. LTD

Representative's Signature:

Representative's Name

Representative's Position:
