

**McCANN-ERICKSON USA, INC.**  
622 Third Avenue New York, New York 10017 (646) 565-2000

**TELEVISION COMMERCIAL PRODUCTION AGREEMENT**

Effective Date: Client: Agency Job Number:

Product(s): Number of Commercials:

Production Company Name and Address: Contact:

Editorial Facility Name and Address (and Contact Person):

Storage Facility Name and Address (and Contact Person):

Dubbing Facility Name and Address (and Contact Person):

This TELEVISION COMMERCIAL PRODUCTION AGREEMENT made as of the Effective Date listed above, between McCann-Erickson USA, Inc. ("Agency"), as agent the above-named client ("Client") and the above-named production company (the "Contractor").

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Contractor will produce the number of filmed or taped commercials ("Commercials") listed above, each relating to the Product(s) listed above, in accordance with the Commercial Production Specifications and Quotations attached hereto (the "Specifications Sheet") and the storyboard(s) attached hereto (if any).
2. The film will be delivered to the editorial facility (the "Editorial Facility") listed above within two days of the last day of filming.
3. Contractor will deliver original camera negative and original sound elements and all production elements created in the filming process by common carrier to the storage facility ("Storage Facility") listed above.
4. Upon Agency's request, Contractor will furnish Agency with all paperwork related to production including any and all backup on cost plus fixed fee jobs or of additional costs reported on firm bid jobs for review before final payment will be made.
5. Agency reserves the right to audit any submission of costs related to the production for up to six (6) months from last day of filming. However, such right to audit shall not apply to firm bid jobs.
6. The total fee due to Contractor pursuant to this Agreement is listed immediately below. This fee shall either be a fixed fee or a fee subject to reconciliation, as noted in the Specification Sheet:

PRODUCTION FEE: \$

EDITING FEE: \$

CGI: \$

TOTAL FEE: \$

7. ~~Subject to inspection and approval of Contractor's work by Agency~~, Agency shall pay Contractor in accordance with the AICP Guidelines as follows:
- (a) ~~Fifty percent (50%)~~ Seventy-Five percent (75%) of the fee due to Contractor upon receipt by Agency of this Agreement duly signed by Contractor;
  - (b) Twenty-five percent (25%) of the fee due to Contractor upon approval of dailies and receipt of original camera negative and original sound elements by Editor; and
  - ~~(c) Twenty five percent (25%) of the fee due to Contractor upon Agency's approval of finished product and all production costs.~~

If the fee due to Contractor is not a fixed fee but rather a fee subject to reconciliation based on actual costs incurred, the difference between the estimated fee and the final fee shall be factored into the payment referenced in Section 6(c) above.

8. The document, together with (a) the Standard Terms and Conditions attached hereto at Exhibit A, (b) the Specification Sheet attached hereto, and (c) the Insurance Addendum (if any) attached hereto, constitutes the entire understanding between the parties (collectively, the "Agreement") and there are no other agreements or understandings, written or oral, in effect between the parties relative to the subject matter hereof. This Agreement may not be modified or terminated orally. If, in the event that Agency separately purchases any additional work from Contractor with reference to the Commercials noted above, the terms and conditions attached at Exhibit A shall apply to such additional work.

Accepted and Agreed:

McCANN-ERICKSON USA, INC.

for CLIENT

Print Name:

Title: \_

Date:

CONTRACTOR

Print Name:

Title:

Date:

Contract #