APESHOT PRODUCTIONS, LLC
SINGLE PROJECT SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into this _____ day of __________, 20____ by and between Apeshot Productions, LLC, a Florida limited liability company (“Provider”), and the undersigned client (“Client”). Provider and Client may be referred to individually as a “Party” and collectively as the “Parties.”

1. **Scope of Services**
   Provider agrees to perform professional media production, marketing, branding, content development, and related creative services as more particularly described in Addendum A – Statement of Work and Deliverables (“SOW”). The SOW shall identify the specific deliverables, production schedule, revision allowances, milestones, and pricing structure applicable to the engagement.

   Provider’s obligations are strictly limited to the services expressly described in the SOW. Any services not specifically described shall be deemed excluded. No oral representations, prior proposals, or informal communications shall expand the scope of services unless incorporated into a written Change Order signed by both Parties. Provider shall not be obligated to perform additional work without written authorization and agreement on pricing and schedule adjustments.

2. **Deliverables**
   All final deliverables, including but not limited to video productions, edited media files, graphic assets, photography, marketing materials, campaign content, or digital files, shall be itemized in Addendum A, which is incorporated herein by reference. Deliverables shall include only those items expressly listed.

   Unless otherwise stated in Addendum A, raw footage, project files, layered design files, source files, unused takes, proprietary templates, editing workflows, and production infrastructure are excluded from the definition of deliverables and remain the sole property of Provider.

3. **Compensation and Payment Terms**
   Client agrees to pay Provider the fees set forth in the SOW. Unless otherwise specified, Provider requires a non-refundable deposit prior to commencement of work. Production scheduling shall not be secured until the deposit is received and cleared.

   Invoices are due within thirty (30) days of issuance unless otherwise stated. Payments not received when due shall accrue interest at the rate of eighteen percent (18%) per annum simple interest or the maximum rate permitted under Florida law, whichever is less. Provider may suspend work immediately upon nonpayment without being deemed in breach of this Agreement.

Client acknowledges that production scheduling, crew booking, equipment rental, and editing time represent reserved capacity. Accordingly, deposits are non-refundable except in cases of Provider's material breach.

Client shall be responsible for all applicable sales tax, use tax, or other governmental assessments imposed under Florida law.

Client acknowledges and agrees that the deposit required under this Agreement represents a reasonable estimate of Provider's anticipated damages in the event of cancellation, including but not limited to pre-production labor, scheduling commitments, crew reservation, equipment blocking, vendor coordination, and lost opportunity costs. The Parties agree that the deposit is not a penalty, but rather a fair allocation of risk given the nature of production scheduling.

4. **Change Orders and Scope Modifications**
Any modification to the scope, deliverables, timeline, or production requirements must be documented in a written Change Order signed by both Parties. Change Orders may adjust pricing, production timelines, and delivery dates.

Client acknowledges that revisions beyond the number specified in Addendum A, additional filming days, expanded distribution formats, or strategic changes to creative direction constitute additional work and shall be billed at Provider's standard rates in effect at the time of the request.

Provider shall have no obligation to proceed with scope changes until a Change Order is executed.

5. **Cancellation and Rescheduling**
Client acknowledges that production scheduling requires Provider to reserve crew, equipment, vendor availability, and calendar capacity, often to the exclusion of other revenue-generating opportunities. The cancellation fees set forth below represent a reasonable pre-estimate of damages associated with late cancellation and are not intended as a penalty.

If cancellation occurs within seventy-two (72) hours of the scheduled production date, Client shall be responsible for one hundred percent (100%) of the scheduled production fees. If cancellation occurs between four (4) and seven (7) calendar days prior to production, Client shall be responsible for fifty percent (50%) of the scheduled production fees.

For purposes of this Section, "scheduled production fees" shall mean the portion of the total project fee allocated in Addendum A to production-day services, including crew, equipment, location coordination, and related logistical costs.

Rescheduling within seventy-two (72) hours shall be treated as a cancellation unless Provider, in its sole discretion, agrees otherwise. Client shall remain responsible for any non-refundable third-party expenses incurred by Provider, including but not limited to equipment rentals, subcontractor fees, studio rentals, travel, or permit costs.

Weather-related delays common to the State of Florida may be accommodated at Provider's discretion; however, Provider shall not be responsible for any additional costs associated with rescheduling.

6. **Revision Policy**
Client acknowledges that creative services inherently involve subjective judgment. Revisions shall be limited to the number expressly stated in Addendum A. A revision constitutes minor edits to existing content and does not include new creative direction, additional production days, new scripting, re-filming, re-shoots, or substantial design alterations.

All revision requests must be submitted in writing within three (3) business days of draft delivery. Failure to provide timely consolidated feedback shall constitute acceptance of the draft as delivered.

Additional revisions beyond those included in Addendum A shall be billed at Provider's standard hourly rates in effect at the time of the request.

7. **Final Acceptance**
Upon delivery of final deliverables, Client shall have three (3) business days to provide written notice of any material nonconformity with the agreed deliverables as defined in Addendum A. If Client does not provide written notice within such period, the deliverables shall be deemed accepted.

Use, publication, distribution, broadcast, or commercial exploitation of any deliverable shall constitute irrevocable acceptance.

Acceptance does not waive Client's rights with respect to latent defects that could not reasonably have been discovered during the review period.

8. **Client Responsibilities**
Client agrees to provide timely access to locations, personnel, branding assets, messaging approvals, scripts, logos, and other materials reasonably necessary for Provider's performance. Client shall designate a *single* authorized representative with decision-making authority to approve drafts and revisions.

Delays in feedback exceeding three (3) business days may extend delivery timelines. Provider shall not be liable for schedule delays caused by Client's failure to provide timely approvals, materials, or access.

Client represents that it has secured all necessary permissions, releases, and rights for any materials, trademarks, likenesses, or intellectual property provided to Provider.

9. **Media Releases and Third-Party Permissions**
Client acknowledges that Provider may film, photograph, record, or otherwise capture the likeness, voice, image, performance, or property of individuals during the performance of services. Client shall be solely responsible for obtaining and maintaining all necessary model releases, talent releases, property releases, location permissions, trademark permissions, and any other third-party authorizations required for lawful use of such content.

Client represents and warrants that it has secured all necessary rights and permissions prior to production. Provider shall be entitled to rely on Client's representations without independent verification. Client agrees to indemnify, defend, and hold harmless Provider from any claims, damages, liabilities, or expenses (including attorney's fees) arising from Client's failure to obtain required releases or permissions.

10. **Intellectual Property and Ownership**
All pre-existing intellectual property of Provider, including but not limited to production methods, templates, editing frameworks, workflows, proprietary systems, and underlying creative concepts, shall remain the exclusive property of Provider.

Upon full and final payment of all amounts due, Provider grants Client a limited, non-exclusive, non-transferable license to use the final deliverables identified in Addendum A for the purposes described therein. Ownership of underlying source files, raw footage, project files, and derivative production materials remains with Provider unless expressly transferred in writing.

Provider retains the perpetual right to display deliverables in its portfolio, website, marketing materials, and promotional channels unless otherwise agreed in writing.

No ownership rights transfer until all invoices are paid in full.

The scope, duration, geographic territory, media channels, and permitted uses of the deliverables shall be expressly defined in Addendum A. Unless otherwise stated in Addendum A, the license granted to Client shall be limited to digital use on Client-owned platforms and shall not include broadcast television, paid advertising placements, sublicensing, resale, modification beyond formatting adjustments, or derivative works.

11. **File Retention and Archiving**
Unless otherwise stated in Addendum A, Provider shall retain raw footage, working files, and project files for a period of thirty (30) days following final delivery. After such period, Provider may permanently delete or archive materials without further notice.

Provider shall have no obligation to maintain archival copies beyond the retention period. Retrieval of archived materials, if available, may be subject to restoration fees at Provider's standard rates.

12. **Independent Contractor Relationship**

Provider is an independent contractor under Florida law. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, employer-employee relationship, or agency relationship between the Parties.

Provider retains full control over the manner and means of performing the services.

13. Non-Solicitation of Personnel

Client agrees that during the term of this Agreement and for a period of twelve (12) months following termination, Client shall not directly or indirectly solicit, recruit, hire, or engage as an employee or independent contractor any employee, subcontractor, editor, videographer, or creative professional of Provider with whom Client had contact during the course of this Agreement.

This provision is intended to comply with and be enforceable under Florida Statutes Section 542.335. In the event of a breach, Provider shall be entitled to injunctive relief and any other remedies available under Florida law.

Client acknowledges that this restriction is necessary to protect Provider’s legitimate business interests, including confidential business information, specialized training of personnel, substantial relationships with specific clients, and goodwill associated with Provider’s services.

14. Digital Platform Disclaimer

Client acknowledges that marketing performance, audience engagement, advertising results, social media reach, and platform visibility are influenced by third-party algorithms, policies, and factors outside Provider’s control. Provider makes no guarantees regarding view counts, lead generation, monetization, conversion rates, audience growth, or revenue outcomes.

Provider shall not be responsible for account suspensions, content removal, demonetization, algorithm changes, or policy enforcement actions taken by third-party platforms including but not limited to social media networks, streaming platforms, or advertising networks.

15. Warranties

Provider warrants that services shall be performed in a commercially reasonable and professional manner consistent with industry standards in Florida.

Client warrants that all materials supplied to Provider do not infringe the intellectual property rights of any third party and that Client has full authority to enter into this Agreement.

Except as expressly stated herein, Provider makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Provider does not guarantee marketing performance, audience engagement, revenue increases, or commercial success.

16. Indemnification

Client shall indemnify, defend, and hold harmless Provider, its officers, members, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

- Client's breach of this Agreement
- Materials supplied by Client
- Misuse of deliverables
- Claims relating to trademark, copyright, likeness, or publicity rights

Provider shall indemnify Client only to the extent damages are caused by Provider's gross negligence or willful misconduct.

17. Limitation of Liability

To the fullest extent permitted under Florida law, Provider's total aggregate liability arising out of or related to this Agreement shall not exceed the total fees actually paid by Client under this Agreement.

In no event shall Provider be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits or business interruption.

Client acknowledges that this limitation is a material inducement for Provider entering into this Agreement.

The limitations set forth in this Section shall apply regardless of the theory of liability, whether in contract, tort (including negligence), strict liability, or otherwise, and shall survive any alleged failure of essential purpose of any limited remedy.

18. Insurance and Risk Allocation

Provider represents that it maintains commercially reasonable general liability insurance coverage consistent with industry standards in Florida. Client shall be responsible for securing any event insurance, location permits, or site-specific insurance coverage required for production activities.

Client assumes responsibility for the safety and legality of production locations under Client's control and shall indemnify Provider for any claims arising from unsafe conditions at such locations.

19. Confidentiality

Each Party agrees to maintain the confidentiality of proprietary or confidential information received from the other Party and shall not disclose such information to third parties except as required by law or necessary to perform obligations under this Agreement.

Confidentiality obligations survive termination.

20. Termination

Either Party may terminate this Agreement upon written notice if the other Party materially breaches and fails to cure within ten (10) days of written notice.

If Client terminates for convenience after production has commenced, Client shall remain responsible for payment of all work performed, non-cancelable commitments, and reserved production costs through the date of termination. Termination shall not relieve Client of any payment obligations accrued prior to the effective date of termination.

21. Force Majeure

Provider shall not be liable for delays or failure to perform caused by events beyond its reasonable control, including acts of God, governmental restrictions, labor disruptions, equipment failures, weather events common in Florida, or other unforeseen circumstances.

22. Non-Disparagement

The Parties agree that they shall not make any false, misleading, or defamatory statements about the other Party in any public forum, including but not limited to social media, online reviews, press releases, or public commentary. In the event of a dispute, the Parties agree to pursue resolution through the dispute mechanisms outlined in this Agreement.

23. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

The Parties expressly agree that exclusive venue for any dispute, claim, litigation, or proceeding arising out of or relating to this Agreement shall lie solely in the state courts located in Hernando County, Florida. If federal jurisdiction is proper, venue shall lie exclusively in the United States District Court having jurisdiction over Hernando County, Florida.

Each Party irrevocably waives any objection based on improper venue, forum non conveniens, or lack of personal jurisdiction in such courts.

24. Mediation

Prior to filing any lawsuit arising out of this Agreement, the Parties agree to participate in good faith mediation in Hernando County, Florida. Mediation shall be conducted by a mutually agreed mediator. Each Party shall bear its own costs and share mediator fees equally.

Participation in mediation shall be a condition precedent to litigation, except in cases where injunctive relief is sought.

25. Attorney's Fees

In the event of any litigation or enforcement action arising under this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs pursuant to Florida law.

26. Severability
If any provision of this Agreement is determined to be unenforceable under Florida law, the remaining provisions shall remain in full force and effect.

27. Entire Agreement
This Agreement, together with Addendum A and any executed Change Orders, constitutes the entire agreement between the Parties and supersedes all prior discussions, proposals, or agreements. No amendment, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by both Parties.

28. Assignment
Neither Party may assign or transfer this Agreement without the prior written consent of the other Party; however, Provider may assign this Agreement to an affiliated entity, successor entity, or in connection with a merger, acquisition, or sale of substantially all assets without Client consent.

29. Waiver
Failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right to enforce it later.

30. Electronic Signatures and Counterparts
This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and together constitute one instrument.

31. Collection Costs and Interest
In the event any invoice remains unpaid beyond thirty (30) days, Client agrees to pay all costs of collection, including but not limited to attorney's fees, court costs, and collection agency fees. Unpaid balances shall accrue interest at eighteen percent (18%) per annum or the maximum rate permitted under Florida law, whichever is less.

32. Right to Suspend and Withhold Deliverables
Provider reserves the right to suspend services, withhold delivery of final deliverables, revoke any license granted herein, and disable or remove digital assets in the event of nonpayment. Any license granted to Client is expressly conditioned upon full and timely payment of all amounts due under this Agreement.

33. Marketing Rights
Unless otherwise expressly designated in writing as confidential prior to production, Provider retains the right to publicly display, reproduce, and promote completed deliverables for portfolio, marketing, award submissions, and promotional purposes. This right shall not apply to materials that are clearly identified in Addendum A as confidential, embargoed, unreleased, or proprietary at the time of execution.

34. **No Partnership / No Reliance**
    Client acknowledges that it is not relying upon any representations, projections, or statements not expressly set forth in this Agreement.

35. **Compliance With Laws**
    Client shall be solely responsible for ensuring that any advertising, campaign messaging, claims, or promotional materials comply with all applicable federal, state, and local laws, including but not limited to FTC regulations, political advertising laws, and Florida consumer protection statutes.

36. **Survival**
    Provisions relating to intellectual property, indemnification, limitation of liability, confidentiality, non-solicitation, venue, and attorney's fees shall survive termination of this Agreement.

37. **Cumulative Remedies**
    All rights and remedies of Provider under this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity.

38. **Notice**
    Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by nationally recognized overnight courier, or sent by certified United States mail, return receipt requested, postage prepaid, to the addresses set forth in the signature block or to such other address as either Party may designate by written notice. Notice by email may be used for routine project communications but shall not, by itself, constitute formal notice for breach, termination, or legal demand unless expressly acknowledged in writing by the receiving Party. Notwithstanding the foregoing, a Party shall not be permitted to rely upon technical deficiencies in notice where actual written notice was received and no material prejudice resulted from the manner of delivery.

39. **Order of Precedence**
    In the event of any conflict between this Agreement and Addendum A or any Change Order, the terms of this Agreement shall control unless the Addendum A or Change Order expressly states that it is modifying a specific provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above. Each Party acknowledges that it has read this Agreement in its entirety, understands its terms, and has had the opportunity to consult with legal counsel of its choosing prior to execution. The Parties further acknowledge that this Agreement is the result of arms-length negotiation and shall not be construed against either Party as the drafter.