

VIBESOCIETY MEDIA PRODUCTION SERVICES AGREEMENT

Revised January 1, 2025



Effective Date: The date on which Client remits the initial payment or signs this Agreement.

Parties:

VibeSociety: ALA Media, Inc and VibeSociety [VS] Studio, including its affiliates, subsidiaries, and contractors ("VibeSociety").

Client: The individual or entity purchasing services ("Client").

This Media Production Services Agreement ("Agreement") governs the relationship between VibeSociety and Client concerning the creation, management, and delivery of media production, creative, and digital services as defined herein.

1. ENTIRE AGREEMENT & MODIFICATIONS

1.1 **Entire Agreement:** This Agreement, including any attached exhibits, proposals, or amendments signed by both parties, represents the complete understanding between VibeSociety and Client. It supersedes all prior communications, proposals, or agreements, written or oral.

1.2 **Modifications:** Any modification or waiver must be in writing and signed by both parties. Oral modifications are not valid.

2. TERM & TERMINATION

2.1 **Term:** This Agreement becomes effective on the Effective Date and remains in force until completion of the agreed-upon scope of work, unless terminated earlier under Section 11.

2.2 **Termination for Convenience:** Either party may terminate the Agreement with thirty (30) days' written notice. Work performed up to the termination date shall be invoiced and paid in full.

2.3 **Termination for Cause:** VibeSociety may terminate immediately if Client fails to pay fees when due, violates terms herein, or engages in conduct that harms VibeSociety's reputation or operations.

3. FEES & PAYMENT TERMS

3.1 **Service Fees:** All project fees, retainers, or monthly management fees shall be specified in the accompanying proposal or invoice. Fees are non-refundable unless otherwise expressly stated.

3.2 **Payments:** No production or work shall commence until the required initial payment or retainer has been received. Final deliverables will be released only upon receipt of full payment.

3.3 **Additional Work:** Any services requested outside the original agreed-upon scope (e.g., additional edits, revisions, reshoots, or design variations) require a written estimate and Client approval prior to initiation.

3.4 **Late Payments:** Payments not received within ten (10) days of the due date may incur a late fee of 5% per month on outstanding balances.

4. SCOPE OF SERVICES

VibeSociety agrees to provide one or more of the following services, as detailed in the applicable proposal or work order:

- **Photography & Videography:** On-site or studio-based content creation, editing, color correction, and delivery of final digital assets.
- **Graphic Design:** Development of digital and print visuals including logos, marketing materials, social media graphics, and brand collateral.
- **Website Design & Development:** Creation or redesign of websites, landing pages, or e-commerce platforms, including setup and configuration.
- **Automated WhatsApp Business Bot:** Integration and programming of automated messaging workflows for customer interaction and marketing.

- **Ad Management:** Setup, optimization, and reporting for paid advertising campaigns (e.g., Meta, Google, or other specified platforms).
- **Social Media Management:** Content scheduling, posting, engagement management, and analytics reporting for agreed-upon platforms.

5. SCHEDULING & PRODUCTION CONTROL

5.1 **Scheduling:** Client shall coordinate all shoots, design milestones, and approvals with VibeSociety's production team. Any rescheduling must be requested at least seventy-two (72) hours in advance. Missed or late appointments may result in forfeiture or rescheduling fees.

5.2 **Creative Control:** VibeSociety retains full creative and editorial discretion over the production process, design elements, and final output. Requests for additional versions, reshoots, or revisions beyond the included rounds are subject to additional fees.

6. OWNERSHIP & LICENSE RIGHTS

6.1 **VibeSociety Ownership:** All pre-existing intellectual property, creative methodologies, templates, branding assets, and proprietary systems remain the exclusive property of VibeSociety.

6.2 **Client License:** Upon full payment, Client is granted a **non-exclusive, non-transferable, perpetual license** to use the final delivered materials for its own promotional and business purposes.

6.3 **Portfolio Use:** VibeSociety may display the produced work (including imagery, video, or design) for its own marketing, portfolio, and promotional purposes unless Client expressly objects in writing prior to project commencement.

6.4 **Source Files:** Raw files, project files, or unedited content remain the property of VibeSociety unless otherwise specified in writing.

7. CONFIDENTIALITY & DATA PRIVACY

7.1 **Confidential Information:** Each party agrees to maintain the confidentiality of the other's proprietary information and to use it solely for purposes related to this Agreement.

7.2 **Data Protection:** VibeSociety complies with applicable data protection laws. Client data will not be sold or shared with third parties except as required to perform contracted services or by law.

8. CLIENT RESPONSIBILITIES

8.1 **Access & Cooperation:** Client shall provide all necessary information, materials, approvals, and timely feedback required for production. Delays caused by Client may extend deadlines and incur additional fees.

8.2 **Permissions:** Client is responsible for securing all necessary rights, licenses, or releases for individuals, properties, or intellectual property appearing in the final work.

8.3 **Brand Guidelines:** If Client provides brand standards, VibeSociety will endeavor to adhere to them; however, artistic discretion remains with VibeSociety's creative team.

9. LIABILITY & INDEMNIFICATION

9.1 **Indemnification:** Client shall indemnify and hold harmless VibeSociety, its employees, contractors, and affiliates from all claims, losses, or damages resulting from (a) materials supplied by Client, (b) misuse of deliverables, or (c) violations of third-party rights.

9.2 **Limitation of Liability:** VibeSociety's total liability shall not exceed the total amount paid by Client during the twelve (12) months preceding the claim. VibeSociety shall not be liable for indirect, incidental, or consequential damages, including lost profits.

10. FORCE MAJEURE

Neither party shall be held liable for failure to perform due to causes beyond reasonable control, including acts of God, war, strikes, pandemics, or governmental restrictions.

11. TERMINATION

11.1 **By Client:** Client may terminate this Agreement with thirty (30) days' written notice; VibeSociety shall invoice for all work completed and costs incurred through the termination date.

11.2 **By VibeSociety:** VibeSociety may terminate immediately for non-payment, breach of Agreement, or conduct detrimental to its business or reputation.

11.3 **Post-Termination Rights:** Upon termination and full payment, Client retains the license to use previously delivered final materials. Any unpaid work remains the intellectual property of VibeSociety.

12. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Illinois. The parties agree to the exclusive jurisdiction of the state and federal courts located in Chicago, Illinois.

13. SEVERABILITY & WAIVER

If any provision of this Agreement is held invalid, the remainder shall continue in effect. Failure to enforce any provision shall not constitute a waiver of future enforcement.

14. NOTICES

All notices must be in writing and delivered via email, certified mail, or courier to the addresses provided by each party. Notices are effective upon receipt.

15. ACCEPTANCE & ACKNOWLEDGMENT

By submitting payment, Client affirms that they have read, understood, and agreed to all terms and conditions of this Agreement. Payment or signature constitutes Client's electronic acceptance and serves as a legally binding signature.