

# Service Agreement

This Service Agreement is made and entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_ and is valid till  
\_\_\_\_/\_\_\_\_/\_\_\_\_ by and between:

## **Service Provider 1:**

Name: Alexander Cabrera

Address: 610 South Evergreen Ave

Email: alex.cabrera2099@gmail.com

Phone: (323)-915-2521

## **Service Provider 2:**

Name:

Address:

Email:

Phone:

## **Client 1:**

Name:

Address:

Email:

Phone:

## **Client 2:**

Name:

Address:

Email:

Phone:

## 1. Services Provided:

The Service Providers agree to provide the following services (collectively, "Services"):

- Photography
- Website Design
- Videography
- Video Editing
- Camera Operation
- Podcast Editing
- Podcast Audio Mixing
- Social Media Management
- Copywriting
- Script Writing

## 2. Scope of Work:

The Service Providers will perform the following tasks as part of the Services:

- Develop and manage social media content, including creating shorts for YouTube Shorts, Instagram Reels, and TikTok, ranging from 1 to 60 seconds in length.
- Launch and manage a YouTube channel and podcast for the Clients.
- Provide photography and videography services as required by the Clients, utilizing programs such as Adobe Bridge, Adobe Premiere Pro, Davinci Resolve, CapCut, Camera Raw, Adobe Photoshop, and Adobe Lightroom.
- Edit videos and podcasts to professional standards, including full-length edited videos and promotional clips for both YouTube and podcasts, including shorts.
- Podcast editing and YouTube editing will include One fully edited podcast video as well as 2 full highlight videos and 4 reels to hype up followers after release.
- All videos will be made using Davinci Resolve, and Adobe Premiere Pro, and reels will be made using CapCut.

- Provide podcast camera operations, including multiple lighting setups and different camera angles.
- Provide podcast audio editing using Voicemeeter and Audacity.
- Design and maintain a website for the Clients, specializing in website design using Shopify, which will include:
  - Email listings
  - Pop-ups
  - Custom site design to fit the business brand
  - Use of external email hosts to market to email subscribers who signed up on Shopify.
  - Client access to the Shopify dashboard for monitoring website statistics.
- Manage social media accounts, including:
  - Posting new photos taken by the Service Providers.
  - Updating business information on Google, such as work region and phone number.
  - Access to the business email to facilitate these updates and communications.
  - Providing access to any new emails created for platforms including YouTube (for statistics, comment replies, going live), Apple ID for podcasting, Instagram, TikTok, Snapchat, and X (formerly known as Twitter).
  - Creating shorts from podcasts and YouTube videos for posting on all social media platforms.
- Write and edit copy for social media, website, and other marketing materials.
- Scriptwriting for any social media promotions such as mini short film content.
- Provide regular updates on all photo editing, video editing, and podcast editing until completion.
- Inform the Clients of any changes, such as implementing 2-step verification, to any accounts ahead of time to address possible hacks on any social media platform.
- Create and include thumbnails for YouTube videos, podcast videos, and covers for their respective reels, shorts, and TikTok at no additional charge.

*Note: If the Clients do not wish to record a YouTube video, the Service Providers can still proceed with creating and managing other requested content (e.g., Instagram Reels, TikTok videos). However, the Service Providers will charge a 15% pay per job site, which will include only recording for Instagram Reels, TikTok, and YouTube Shorts and will include 1-10 edited photos done in Adobe Lightroom, Adobe Photoshop, and Camera Raw, unless otherwise agreed in writing before the session.*

### **3. Payment Terms:**

The Clients agree to compensate the Service Providers as follows:

- Initial Retainer Fee: 50% of the total estimated project cost, payable upon signing this Agreement.
- YouTube Videos: \_\_\_\_\_ for fully edited video, including 3 shorts
- Podcast: \$300 for fully edited video, including 4 edited reels, 1 fully edited podcast video, 2 highlight videos with a minimum payment of \$150 upfront, and progress updates provided until completion. The final payment of \$150 is due upon completion of the podcast.

Payments shall be made as follows:

- [Payment Schedule: e.g., 50% upfront, 50% upon completion]
- Payments are due within \_\_\_\_\_ days of the invoice date.

*Late Delivery Clause:*

*If the Service Providers fail to deliver reels, shorts, TikToks, YouTube videos, podcast audio files, thumbnails, or covers late after the invoice, there will be a 15% price decrease for late delivery will be calculated by the day from the original deadline.*

## **4. Revisions:**

Revisions can be made upon the Clients' request. After the 3rd revision, if the Client is not satisfied, there will be a 10% price decrease for each subsequent revision until the results bring satisfaction to the Client. The Client will have a limit of 6 revision requests, and any revision requests after content is uploaded and used following the Client's social media strategy are no longer valid.

## **5. AI Tools for Content Creation:**

The Service Providers may use AI tools, including but not limited to Midjourney, Luma AI Dream Machine, SeaArt AI, and Sora (once it is released to the public), to enhance and optimize content creation for Instagram reels, YouTube Shorts, TikTok, YouTube thumbnails, and covers for TikTok and Instagram reels. These tools will be used to portray the story/message intended in the content. AI-generated elements can be removed upon the Clients' request.

## 6. Confidentiality:

The confidentiality clause ensures that any sensitive information about the Clients' business operations or strategies shared by the Clients remains protected and will not be shared by any third party.

## 7. Main Service Provider's Assistant:

The main Service Provider may engage an assistant to help with the Services. The assistant:

**- WILL NOT HAVE ACCESS TO ANY PASSWORDS OR EMAILS UNLESS APPROVED BY BOTH CLIENTS.**

- Will serve as a video editor/marketer to find trending songs, storytelling, and video editing styles while the main service provider deals with the backend of the business such as working changes to the website, editing podcasts, and editing YouTube Videos.

- Will work under the supervision of the main Service Provider and will adhere to the terms and conditions of this Agreement.

- Will not incur additional charges for the assistant's services to the Clients unless otherwise agreed in writing.

### *Assistant's Compensation and Benefits:*

- The assistant will be compensated directly by the main Service Provider.

- The specific compensation amount, payment schedule, and any additional benefits or incentives will be outlined in a separate agreement between the main Service Provider and the assistant.

- The assistant will be provided with opportunities for professional development and training as deemed necessary by the main Service Provider.

- The assistant will adhere to the terms and conditions of this Agreement and any additional guidelines provided by the main Service Provider.

## **8. Ownership and Rights:**

All materials and work products created by the Service Providers in connection with the Services shall be the property of the Clients upon full payment of all fees and expenses. Until full payment is made, all rights, including ownership and copyright, to the videos, photographs, and other created materials remain with the Service Providers. The Clients do not own any rights to the videos, photographs, or other created materials until full payment is received by the Service Providers.

The Service Providers retain the right to use such materials for portfolio and marketing purposes even after payment is made.

## **9. Termination:**

Either party may terminate this Agreement at any time with [\_\_\_\_\_] days written notice. In the event of termination, the Clients shall pay the Service Providers for all Services performed and expenses incurred up to the date of termination.

### ***Parted Ways and Separations:***

If the Service Providers and the Clients decide to part ways, the Service Providers will no longer have access to any emails, passwords, or social media accounts managed for the Clients.

## 10. Monetization

The Service Providers will not receive any revenue from any social media platforms, including YouTube, TikTok, and Instagram until the contract is renewed.

## 11. Governing Law:

This Agreement shall be governed by and construed by the laws of the State of California, without regard to its conflict of law principles.

## 12. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and oral or written representations concerning the subject matter.

## Summary

This Service Agreement outlines the services provided by **Service Providers** [\_\_\_\_\_] and [\_\_\_\_\_] to **Clients** [\_\_\_\_\_] and [\_\_\_\_\_].



**Services include photography, videography, video editing, podcasting, social media management, website design, copywriting, and scriptwriting.**

Payment terms, including initial retainer fees, project fees, and additional pricing for services such as individual reels, are detailed.

The agreement covers confidentiality, ownership of materials, liability limitations, and termination terms. For detailed information, please refer to the full contract above.

IN WITNESS of which, the parties hereto have executed this Agreement as of the day and year first above written.

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[Service Provider 1's Name]

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[Service Provider 2's Name]

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[Client 1's Name]

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[Client 2's Name]