



VICTORIA LABALME COMMUNICATIONS, LLC
212.645.1101 / WWW.VICTORIABLALME.COM

RECORDING CONTRACT

Victoria Labalme Communications, LLC (the "Owner"), grants ____ (the "Client") the rights to record Victoria Labalme's live Keynote presentation (the "Work") to be held on ____ under the following terms and conditions:

- 1) The Work is a commissioned work, will be produced as a work made for hire and all rights, title, and interest, including copyright in the Work are assigned to the Owner by the Client. The Work will be owned exclusively by the Owner.
- 2) Client's use of Work is solely limited to the following:
 - a. Image magnification (iMag) during the Live Presentation.
 - b. Client agrees not to sell, duplicate, distribute, rebroadcast, post on the internet or otherwise exploit or use the Work, in whole or in part, without the prior express written consent of the Owner. Usage is limited to internal use only.
 - c. Owner grants Client the use of photographs taken during the event and up to three video segments of the Work not to exceed 2:00 minutes each for a total of 6:00 minutes ("Video Clips") for exhibition on the Client's website or for promotional purposes only. All Video Clips must be labeled: "© Victoria Labalme Communications, LLC. All Rights Reserved". All photographs must be labeled: "Victoria Labalme".
- 3) Client agrees to provide Owner with **the master copies of all original source "ISO" (isolated individual cameras) footage pre-edited** of the Work within 10 days following the Live Presentation. As well, Victoria Labalme will bring a hard drive to the event in case it is faster to transfer footage on site. This is a material term of the Agreement. Client to Initial____
- 4) Owner retains the rights to use segments of the footage for its own purposes.
- 5) This Agreement constitutes the entire agreement between the parties pertaining to the recording and ownership of the Work and cannot be modified in any manner without the prior written consent of both parties. At no time shall any failure or delay by either party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver of same. If any term, provision or part of this Agreement is to any extent held invalid, void or unenforceable the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law. In all respects, this Agreement shall be governed by the substantive laws of the State of New York applicable to agreements made and to be wholly performed therein without regard to conflict of law principles.

Client signature: _____ Date: _____

Owner signature: _____ Date: _____
Victoria Labalme / Victoria Labalme Communications, LLC