

## **Event Production Streaming and Recording Terms and Conditions**

The Purpose of the University Center, Event Services Production team is first to serve the University of Colorado, Colorado Springs (UCCS) students, faculty, and staff and secondarily to serve the needs of visitors and guests. Because of this, the Production team consists of student staff who run the day of events including but not limited to: set up, recording, audio mixing, streaming and lighting. Video editing and publishing is operated and maintained by full time staff members.

The **Statement of Work & Production Agreement (“Agreement”)** incorporate our **Terms and Conditions** in order to establish expectations prior to the first quote being provided to the Client. The University Center, Event Services (UCES) Production reserves the right to update these conditions at any time as might be necessary to comply with all federal, state, and local laws as well as UCCS policy.

Definitions:

1. Client: the Primary contact as indicated on the reservations made between UCES and the reserving group or entity. This must be a singular individual and cannot be delegated without approval in writing between the previously established Client and the UCES.
2. Project: the event, recording, streaming or video Production as stated in the Agreement.
3. Product: the end result of a Project, i.e. the live stream, recording, or finalized video Production.
4. Agreement: the overall statement of work includes the line-item cost of labor and equipment, expected Project run times, as well as estimated set up and break down times and overall cost of the Project.

1. **General Terms and Conditions:**

- a. Services: UCES Production will perform its duties in a professional manner utilizing industry standard practices, current techniques and tools in order to fulfill its obligations to the Client. Additionally, the Client understand that all on site work is being conducted by trained student staff, and that these students are not professional videographers or live streamers. The Client understands that student staff may be parttime. This is reflected in our overall rates (section c.)
- b. Rights/Approvals/Clearance: UCES Production may provide and/or create b-roll, images, graphics, marks and music in the course of a Project. UCES Production warrants that it has the necessary rights, approvals and clearances for any intellectual property used or created in the course of completing this Project.
- c. Rates: UCES Production is a self-sustaining service of the UCCS. Rates are calculated annually and for compliance with all federal, state and local laws. New

rates take effect annually on July 1<sup>st</sup>. All rates are based on cost recovery, in that rates are charged to cover the operating cost of the labor, and replacement cost of the equipment replacement cycle of five (5) years.

- d. Agreement: The Agreement shall be agreed upon by both Client and UCES Production in the form of a signed quote. This quote will include a line-item inventory of charges, expected set up and tear down time, and estimation of delivery of final Product if necessary. The Client must participate in a meeting (phone, virtual or physical) to obtain an Agreement. Changes requested by the Client will be memorialized in writing via email communication between the Client and UCES Production.

2. Client Responsibilities:

- a. Timely Direction: Client shall provide timely direction, feedback, and communication to UCES Production for it to efficiently and effectively carry out its responsibilities.
- b. Authority: Client attests that they have the necessary authority to enter into this agreement. Refer to Section 6 for changes to Agreement.

3. Cancellation:

- a. Cancellation for Convenience: the Agreement may be terminated for convenience at any time by the Client. The Client is responsible for any work that has taken place up to and until the notice of cancellation of the Project and is also responsible for any cancellation penalties as described in the Agreement.
- b. Cancellations with at least 48 hours' notice: Cancellations of shoot dates, editing appointments and most other scheduled services require a minimum of 48 hours' notice (excluding holidays and weekends) to avoid incurring cancellation penalties up to and including the full cost of the services scheduled.
- c. Cancellations within 48 hours: Cancellations made by the Client with less than 48 hours' notice (excluding holidays and weekends) before a scheduled service (e.g.: shoot date or edit session) will be charged the full cost of the services scheduled, to include labor.

4. Publishing:

- a. Publishing Terms for UCCS Clients: As a service to UCCS, its schools, colleges and administrative units, UCES Production maintains a variety of media platforms for publishing video content. Each publishing platform has its own rules and restrictions. By signing the Agreement and indicating that Client would like UCES Production to publish Client's content, the Client is giving UCES Production authority to publish and manage Client content on the platforms/mediums indicated within the Agreement. Published content following the Archiving policy unless otherwise noted in the Agreement.
- b. End User Experience: UCES Production accepts no responsibility for the end user experience of a live stream Project in relation to video quality, as UCES Production cannot control the method in which the end user chooses to view a

live stream, the equipment they have access to, or user defined settings. UCES Production also takes no responsibility for room condition or lighting interference from natural sources. Quality of a live stream is confirmed between the Client and UCES Production personnel during the event and with a secondary computer.

5. Archiving:

- a. Archiving Terms: All materials from the Project are retained while the Project is in process and for a minimum of one (1) month after the Project has concluded. Once a Project is concluded, UCES Production archives the finished Products for 5 years on either physical disk or YouTube. All materials used in the creation of the Project may be returned upon request at the conclusion of the Project and only the finished Product is published and archived by UCES Production.

6. Changes to AGREEMENT

- a. Project and Scope of Work Changes: Approved changes will be memorialized in writing via email between the Client and UCES Production. Written changes will become subject to the terms of this Agreement.
- b. AGREEMENT Changes with at least 48 hours' notice: Changes submitted in writing with at least 48 hours' notice (excluding holidays and weekends) of a shoot day or editing session will not be subject to additional fees. The Client is still responsible for additional costs associated with an increase in Scope and Labor.
- c. AGREEMENT Changes with less than 48 hours' notice: Changes submitted in writing with less than 48 hours' notice (excluding holidays and weekends) are not guaranteed. Approval of changes is dependent on equipment and staffing availability. UCES Production will always communicate in full if we are unable to accommodate a request. All requests to AGREEMENT changes with less than 48 hours' notice are subject to express fees per communication.

7. Miscellaneous

- a. Force Majeure: Neither party shall be liable for delay in performance or failure to perform any of their obligations (other than payment), if the delay or failure results directly or indirectly from any (i) government directive, order or regulation; (ii) equipment failure or breakdown so long as such equipment has been properly maintained and operated; (iii) failure or delay of transportation; (iv) suspension or cancellation of any required license; (v) insurrection; riots, national emergencies; war; acts of public enemies, strikes or other labor difficulties; (vi) fires, floods, earthquakes, lightning or other extreme weather conditions; or (vii) any other similar catastrophes or acts of God. The party affected shall give the other party prompt notice of any such Force Majeure event.
- b. Liability: UCES Production shall not be liable to the Client for any loss of goodwill, reputation, profit or any indirect special or consequential loss, damage, costs,

expenses, or other claims that are caused by our negligence or otherwise arise out of or in connection with your use of the Product.

- c. Adjudication: If any clause or part of these Terms and Conditions and Agreement shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of this agreement, the terms of which shall remain in full force and effect.
- d. Full Agreement: in addition to the Event Service Contract, the Agreement constitutes the final and exclusive agreement between the parties about the subject matter hereof. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of the Agreement and expressly merged into and superseded by the Agreement and these Terms and Conditions. No amendment to the Agreement and these Terms and Conditions will be effective unless it is in writing and includes both parties.