



CONTRACT

Client information:

Institution: _____
Institution 2: _____
Address: _____
Address 2: _____
City: _____ State: _____ Zip: _____
Phone: _____ Web address: _____
Contact name: _____
Contact phone: _____ Contact email: _____

Job details:

Archives Filmworks agrees to carry out the following work on the Client's films: [details here]

Additional work/products, if applicable: [details here]

Total cost:

Shipping:

Client pays return shipping charges. FedEx Ground (with signature required and tracking number) used unless otherwise specified by Client. Shipping charge added to invoice unless Client provides shipping vendor account number. Charge for the preparation of shipments will be added to exact shipping charges. Original materials and produced copies will be shipped in separate packages. Shipment of original materials insured for cost of contract unless otherwise specified by Client. Shipment of produced copies insured for \$100.

Client's FedEx account #: _____
Preferred vendor (if other than FedEx) and service: _____
Client's preferred vendor account #: _____
Insured amount for return shipping: ___ Cost of contract ___ Other: _____

Use of film clip(s) and institution name by Archives Filmworks:

Client will allow Archives Filmworks to use edited clips of the films detailed in this contract, along with descriptions thereof and repository name, for educational and promotional purposes on its website and by other means, including but not limited to social media sites. Archives Filmworks will not sell or otherwise distribute clips to third parties, but will refer any interested parties to the Client.

___ Permission granted ___ Permission denied

Copyright and use

Archives Filmworks assumes the Client has the right to make copies of the films submitted for work, either through ownership of copyright or according to the US Copyright Code Section 108, which allows for copying for preservation purposes, and that the making of copies will not violate copyright. Archives Filmworks further assumes that the Client will use the copies created through this contract according to the Client's policies for access and use.

Liability

Archives Filmworks respectfully points out that the cost detailed in this agreement is most likely not proportionate to the value of the materials entrusted to it. While Archives Filmworks takes the utmost care in the storage and handling of the Client's materials, such materials are received, stored and worked on by Archives Filmworks at the Client's risk. Compensation to the Client for loss or damage of the Client's materials while in the possession of Archives Filmworks will be limited to the amount of the costs detailed in this agreement. Archives Filmworks will incur no liability for loss or damage to materials while in the possession of third party contractors or shipping vendors.

I have read, understand and accept all terms of this agreement

Signature of Client or Representative: _____

Date: _____

Signature of Representative of Archives Filmworks: _____

Date: _____