



SERVICE AGREEMENT

This Contract for Services is made effective as of April 8, 2023, by and between Etown Independent Schools of 219 Helm St, Elizabethtown, KY 42701 (the "Recipient"), and Sampley Brothers Productions of 3115 Roundtop Rd, Elizabethtown, Kentucky 42701 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on July 1, 2022 Sampley Brothers Productions will provide to Etown Independent Schools the following services (collectively, the "Services"). Deliverables can be changed and/or adjusted based on Recipients request, if said changes are approved by the Provider:

APRIL - MARCH

Video Deliverables:

1. ELEVATE Foundational Video (One time)
2. :15-:45 Monthly Video
3. Other Videos (Edits for special events)
4. 1:00 - 2:00 String-outs from each shoot

2. PAYMENT. Payment shall be made to Provider according to the following schedule:

APRIL 30, 2023 - \$5,200.00

JULY 30, 2023 - \$5,200.00

OCTOBER 30, 2023 - \$5,200.00

JANUARY 30, 2024 - \$5,200.00

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10 percent per year, or the maximum percentage allowed under applicable Kentucky laws, whichever is less.

In addition to any other right or remedy provided by law, if Etown Independent Schools fails to pay for the Services when due, Sampley Brothers Productions has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. WORK PRODUCT OWNERSHIP. Any copyrightable works (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the property of Recipient after full payment is received only. The Provider retains the rights to all media for

marketing and/or other use.

4. REPRESENTATIONS AND WARRANTIES The Provider represents and warrants that:(a) the Services shall be performed in a professional and workmanlike manner, consistent with industry standards; and

(b) the Work Product shall not infringe upon any intellectual property rights of any third party.

5. TERM AND TERMINATION This Contract shall commence on the Effective Date and shall continue until the completion of the Services or until terminated by either party upon written notice.

6. CONFIDENTIALITY The Provider shall not disclose any confidential information of the Recipient without the Recipient's prior written consent.

7. INDEMNIFICATION The Provider shall indemnify and hold harmless the Recipient, its officers, directors, employees, and agents, from and against any and all claims, damages, expenses, and liabilities arising out of or in connection with the Services or the Work Product, except to the extent caused by the Recipient's negligence or willful misconduct.

8. GENERAL The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

(a) This Contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the Services.

(b) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) This Contract shall be governed by and construed in accordance with the laws of the state of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the Effective Date.

Recipient:

Etown Independent Schools

By: _____ **Date:** _____

Provider:

Sampley Brothers Productions

By: _____ **Date:** _____