

Video Marketing Services Agreement



This Video Marketing Services Agreement (“Agreement”) is being made between Internet web CLIENT (that’s “You” or “CLIENT” or “Customer”) and Bruce Oliver Consulting (that’s “We” or “Us” or “BOC”) located in Grand Prairie, Texas 75054. The CLIENT and Bruce Oliver Consulting may also be referred to as “Party” or together as the “Parties”. This Agreement will become effective on the date CLIENT presents payment to BOC.

BOC Services

BOC will perform the following services: Video Design and Marketing Services (“Services”) listed in this Section 1. The Parties acknowledge that their obligations and responsibilities to perform the Services serve as good and valuable consideration for this Agreement. You get something out of this deal, and We get something out of this deal, therefore, this Agreement is a legally binding, fully enforceable contract.

BOC will make a professional and attractive commercial video. CLIENT instructs BOC the purpose of the video as follows: used as an advertising video, explainer video, instructional video and/or PR video which will feature products or services of the CLIENT:

BOC will provide:

- 1 Custom Designed Commercial Video
- Duration: 30 seconds in length
- Storyboard / Mockup per video (rough drawing)
- Video Marketing to Google and Youtube
- Stand out in the crowd
- Reach global audience
- Engage like never before
- Create Urgency
- Lead viewers to take action
- Script Writing - optional
- VoiceOver - Male or Female - optional
- Background Music – optional

You will get:

- 1 Custom-Designed Commercial Video
- Duration: 30 seconds in length
- Up to 3 revisions with no charge
- More eyeballs on your video
- More leads
- Get undivided attention
- Keep your audience captivated
- Script Writing - optional
- VoiceOver - Male or Female - optional
- Background Music - optional

Pricing Structure

Name	Price	QTY	Subtotal
Service 1 (eb50off coupon)	\$230.00	1	\$230.00

Subtotal

\$230.00

**Plus Texas
Sales Tax**

Expenses and Payment

Expenses

You will not have to incur any additional expenses to receive delivery of your new video product.

Payment:

Once you acknowledge that you have read and agree to BOC's Terms and Condition Agreement and submit the button on the landing page, you will be re-directed to Jolly for making your payment to Bruce Oliver Consulting.

Once your payment has been processed, BOC will produce the project and then make delivery of your video to the email address collected during the payment process.

Product Delivery

The delivery of your video will be between 1 to 3 days, providing there are no delays caused by the CLIENT such as failing to send data needed to build the video, or approve a proof of the video, or failing to send in corrections and modifications needed or any other kind of delay that BOC identifies.

Video Marketing

Marketing of the CLIENT's new video to Google and Youtube can take up to 30 days once the video is completed and approved by CLIENT. When we submit video(s), they generally prove to be seen in the search engines very fast but on occasion can take as long as up to 4 to 6 months. We have much success submitting the video(s) to Google and Youtube and seeing their ranking on the first page, but there is no guarantee offered by BOC of Video Marketing to the CLIENT. We can assure the CLIENT that BOC will make a good faith effort to do a professional marketing effort towards the goal of increased visibility. Companies who guarantee first page results for each and every client they have, have been known to be questionable companies to work with. Since the common practice of Marketing and SEO companies is NOT to promise results but work toward improved results, we make no apology.

Term and Termination

- This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement, and all payments have been received.

Confidentiality

- Your secrets are safe with Us. This includes Your proprietary information. This is stuff like trade secrets, know-how, or any other confidential information that is not publicly available. We promise We won't sell Your proprietary information to a third-party, no matter how much they offer Us for it. We agree to use the proprietary information only for purposes related to this Agreement. We also agree to return or destroy any propriety information We have, whether it's physical or electronic, upon the termination of this Agreement.
- We expect our secrets to be safe with You, too. This includes our proprietary information. You agree not to sell our proprietary information to a third party, no matter how much they offer You for it. You also agree to return or destroy any propriety information You have, whether it's physical or electronic, upon the termination of this Agreement.
- We know that secrets can be hard to keep, but it's important that both Parties keep their lips sealed. If either Party shares the propriety information and the sharing results in harm to the other Party, there's a good chance that an "I'm sorry", and monetary compensation won't be enough to make up for it. The harmed Party will be able to seek legal remedies to ensure the other Party will be held liable. The harmed Party can also seek an immediate injunction to prevent the other Party from continuing to share proprietary information.
- This Section 5 will survive the termination or expiration of this Agreement. That means Section 5 is the section that never ends.

Relationship of the Parties

No Exclusivity

The Parties understand that this Agreement is not an exclusive arrangement. The Parties agree that they are free to enter into other similar agreements with other parties.

Independent Contractors

BOC mentioned in this Agreement is an independent contractor and the CLIENT is a customer, which means there are “no strings attached” business relationship. Neither Party is an agent, representative, partner, or employee of the other Party. They are independent.

Licenses

Your stuff will always be Your stuff. Your pre-existing trademarks and copyright material (like logos and service marks) (“Marks”) will remain Your property, and You will be the sole owner of all rights in connection to it. You grant Us a nonexclusive, nontransferable license to use, reproduce, and modify the Marks as needed to effectively carry out the Services We are providing. Client agrees to give BOC the right to display and or link to completed project(s) as part of BOC’s portfolio and to write about the projects on blogs, websites, in magazine articles and in books about video design and marketing.

Limitation of Liability

Your liability to Us is only for the costs payable under this Agreement. You will not be liable to Us or any third-party for damages like lost profits, lost savings, incidental damages, consequential damages, punitive, exemplary, or special damages. Neither Party will be liable for lost profits or lost business opportunities upon breach of this Agreement.

Waiver

Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it’s only waived to the extent agreed to in writing.

Amendments

This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Agreement will apply to any amendment made unless otherwise stated in the amendment.

Assignment

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

Dispute Resolution

Negotiation:

We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

Mediation/Arbitration:

If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.

Litigation:

In the event of such a dispute, the parties agree that this Proposal would be interpreted in accordance with the laws of the **State of Texas** in the **United States of America** and that the venue for any and all claims relating to the work in regards to this contract shall be in the jurisdiction of Federal and State Courts in **Dallas County** arising from this agreement.

Attorney's Fees:

The prevailing party, also known as the "winner", will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

Complete Contract

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

Severability

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

Notices

All notices under this Agreement must be sent by either email with return confirmation of receipt or certified or registered mail with return receipt requested.

Inquiries should be sent to: Bruce Oliver Consulting, P.O. Box 540185, Grand Prairie, TX 75054 or by email to [bruce @ boccrs.com](mailto:bruce@boccrs.com) (remove spaces please)

Thank You

We look forward to serving you and having a long-term business relationship with your business.

God Bless,

Bruce Oliver D.D.