



# LEKKA LOKAL TV: Terms of Service

## 1. SERVICES

(a) Lekka Lokal TV (herewith referred to as “**The Company**”) shall render services to the Client in the capacity of Video and Audio Production. Initial services shall be rendered as needed. Services shall continue until the completion of the Client’s project.

(b) The Company shall render all services as required in connection with the capacity listed above regarding the Client projects. Said services shall be rendered at the times and places required by the Company and in a conscientious and professional manner.

(c) In connection with the exploitation of any completed project, the Company shall also have the right to record, produce, reproduce, amplify, enlarge, broadcast, use, perform, and distribute content of the Client’s work in relation to their respective projects.

## 2. CREDIT

Provided the Company substantially renders the services contemplated in any legally binding agreements on a Client’s project, renders them in a professional manner satisfactory to the Client and further provided that the Company is not in breach of any of the terms of the agreement, then the Client shall be accorded credit on the final product. The size and placement of such credit shall be at the sole discretion between the Company and Client.

## 3. TAXES

As the Company acts as an independent party, the Client shall be solely liable for the payment of all income and other taxes that may be due on the compensation that the Client has paid for towards the Company.

## 4. PAYMENT

All Company fees are listed upon the site but may be requested by the Client via email. A **non-refundable deposit of 50%** is required upfront in order to secure booking of the Company. Full payment and notices to the Company upon completion must be made in a

punctual manner as agreed upon earlier between the Company and the Client. The Company's banking details are listed below:

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**NAME:**

**BANK:**

**ACCOUNT NUMBER:**

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All commitment fees **MUST** be paid in full within **30 days** of the Client's project completion and delivery into the Company's account. This is non-negotiable.

## 5. RESULTS AND PRODUCT

**(a)** In addition to services rendered, the Company shall solely and exclusively own all intellectual properties thereof (including, but not limited to, all rights of whatever kind and character throughout the world, in perpetuity in any and all languages of production, manufacture, recordation, reproduction, performance, and exhibition in any manner and by any art, device, or method, now known or hereinafter devised), whether such results, product, and proceeds consist of literary, dramatic, musical, motion picture, mechanical or any other form of works, themes, ideas, compositions, creations or products. The Company's acquisition hereunder shall also include all rights generally known in the field of literary and musical endeavor as the "moral rights of the authors" in and/or to any musical and/or literary proceeds of the Company's services. The Company shall also have the right in respect to such product, to add to, subtract from, change, arrange, revise, adapt, rearrange, translate into any and all languages, change the sequence, change the characters and the descriptions thereof, change the title of the same, record and photograph the same with or without sound (including spoken words, dialogue and music synchronously recorded), use said title or any of its components in connection with works or motion pictures wholly or partially independent thereof, to vend, copy, and publish the same as the Company may desire. The Client hereby assigns to the Company all of the foregoing without reservation, conditions or limitation and no right of any kind, nature, or description is reserved by the Company.

**(b)** The Company shall always have the sole and exclusive right, but only in connection with the project or in connection with the services rendered by the Company with regard to the project, to use and display the Client's name and likeness in advertising, publicizing and exploiting the project, including without limitation souvenir programs, commercial tie-ups, paperback editions of the literary property directly related to and on which the project is based, or any sound recordings.

## 6. PUBLICITY AND ADVERTISING

The Client hereby specifically grants to the Company the right to use the Client's name, likeness, and biography in connection with the production, exhibition, advertising, and other exploitation of the project. The Client shall not circulate, publish, or otherwise disseminate any news stories or articles, books, or other publicity containing the Client's names relating directly or indirectly to the Company's services, the subject matter of this agreement, the project or the services to be rendered by the Company or others for the project unless the same are first approved by the Client.

## 7. CONTRACTUAL TERMINATION DEFAULT

If the Company fails or refuses to perform or comply with any material terms or conditions for any reason including but not limited to the Company's physical or mental incapacity, then the Client shall have the right to terminate this agreement upon written notice thereof to the Company. Except as indicated below, prior to termination of this agreement by the Client based upon Contractual Termination Default, the Client shall notify the Company, specifying the nature of the Contractual Termination Default. The Company shall have 48 hours after the giving of such notice to cure the Default. If the Contractual Termination Default is not cured within the 48-hour period, the Client may terminate this agreement forthwith. However, if the Contractual Termination Default is that the Company has failed to appear for a scheduled shoot for which the Company has been given prior notice, then the Client may terminate the agreement without sending the Company a written notice of the default. Such termination, solely in this case, shall be effective immediately upon the giving of notice of termination by the Client.

## 8. EFFECT OF TERMINATION

In relation to this agreement, whether by lapse of time, mutual consent, operation of law, exercise of a right of termination or otherwise shall terminate the Client's obligation to pay the Company any further compensation (excluding the non-refundable deposit). Neither the Client nor the Company shall be deemed to have waived any other rights they may have or alter the Client's rights or any of the Company's agreements or warranties in connection with the rendition of the Company's services prior to termination.

## 9. REMEDIES CUMULATIVE

**(a)** All remedies accorded herein or otherwise available to either the Company or the Client shall be cumulative, and no one such remedy shall be exclusive of any other. Without waiving any rights or remedies under this agreement or otherwise, the Company or the Client may from time to time recover, by action, any damages arising out of any breach of this agreement by the Company or Client as applicable, and may constitute and maintain subsequent actions for additional damages which may arise from the same or other breaches. In particular, the Client may recover from the Company all costs (excluding non-refundable deposit) incurred by the Client as a result of the Company's failure to appear for a scheduled shoot for which the Company is given notice in advance. If any litigation is commenced in connection with this agreement, the prevailing party in such litigation shall be

entitled to an award of the court costs, expenses and attorney fees incurred in such litigation, in addition to any other damages or legal relief awarded.

**(b)** The Company agrees that in the event of breach by the Client, the Company's sole remedy shall be limited to the right to recover damages, if any, in an action at law. The Client agrees that in no event shall the Client be entitled by reason of such breach by the Company to terminate this agreement or seek or be entitled to enjoin or restrain in any manner the exhibition or other usage of the project in any manner.

## 10. ASSIGNMENT

This Agreement at the Company's election, shall inure to the benefit of its successors, assigns, licensees, grantees, and associated, affiliated and subsidiary companies, and the Client agrees that the Company and any subsequent assignee may freely assign this Agreement and grant the rights obtained hereunder, in whole or in part, to any person, firm or corporation.

## 11. GOVERNING LAW AND VENUE

The Agreement shall be construed in accordance with the laws of the State of Gauteng. Both the Company and Client agree that the venue for any litigation regarding this Agreement shall be in Gauteng. Both the Company and Client agree to be subject to the jurisdiction of the courts of Gauteng.

## 12. COMPANY STATUS

All of the Client's obligations herein are expressly conditioned upon the Company's warranty and guarantee to the Client that the Company is properly licensed to do business in the Gauteng provincial area and render the services contemplated in the Agreement. By signing this Agreement, the Company does so warrant the same to the Client. The Company acknowledges that the Client has informed the Company that the project will be a non-union shoot.

## 13. ENTIRE AGREEMENT

This Agreement shall replace and supersede all previous arrangements, understandings, representation, or agreements, either oral or written, regarding the subject matter hereto and expresses the entire agreement between the Company and the Client with reference to the terms and conditions for the rendition of the Company's services for the Client within connection to the project.

## 14. PROMOTIONAL COPIES

The Client is permitted a full copy of the completed project. The Client agrees to use this copy of the project solely for personal use. The Client will not duplicate or copy the project in any manner. The Client will ensure that full credit for the Company is given with regard to the usage of the copy of the project.

By signing in the spaces provided, the Company and the Client accept and agree to all terms and conditions of this Agreement.

ALL TERMS ACCEPTED AND AGREED TO.

**COMPANY NAME:**

**SIGNATURE:**

**CLIENT NAME:**

**SIGNATURE:**

**DATE:**