SUFFOLK COUNTY COMMUNITY COLLEGE

Agreement 14-CC-021

TO: DMB Productions Inc.
   10 Mooring Drive
   Bellport, NY 11713

FROM: Gail E. Vizzini
      Vice President, Business and Financial Affairs

RE: Agreement for Television Production Services

TERM: June 1, 2013 to May 31, 2014, with an option to renew for one (1) year, upon the mutual written consent of both parties

AMOUNT: Not to exceed $36,000.00, in accordance with specifications contained in Attachment A (2013 DMB Video Production Proposal)

The amount specified above constitutes the full obligation of the College for professional services. You will be compensated for providing television production services according to the specifications listed in Attachment A.

It is understood that you are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or your right, title, or interest herein, or your power to execute this contract, to any other person or corporation.

You warrant that you are not in arrears to the College or the County of Suffolk upon debt or contract and are not a defaulter as surety, contractor or otherwise on any obligation to the College or the County of Suffolk.

It is expressly agreed that your status hereunder is that of an independent contractor. Neither you nor any person hired by you shall be considered an employee of the College or the County of Suffolk for any purpose.

Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by you to the College, shall be deemed to have been duly made upon receipt by the College at the Business and Financial Affairs Office.

If any term or provision of this contract is held invalid or unenforceable, the remainder of the agreement shall not be affected and shall remain in full force and effect.
It is understood that this instrument represents the entire agreement; that all previous understandings are merged herein; and that no modifications shall be valid unless so amended by written agreement.

You represent and warrant that you have not offered or given any gratuity to any official, employee or agent of Suffolk County or of New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that you have read and are familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

You represent and warrant that, unless exempt, you have filed with the Comptroller of Suffolk County the verified public disclosure statement required by Local Law No. 14 of 1976, as amended (Sec. A5-7 of the Suffolk County Code) and agree to file an updated statement with the said Comptroller on or before the 31st day of January in each year of the Agreement’s duration.

You acknowledge that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

If the above terms and conditions are acceptable, please sign where indicated and return three copies as soon as possible.

Approved:

SUFFOLK COUNTY COMMUNITY COLLEGE

By: Gail E. Vizzini
Vice President, Business and Financial Affairs

Date 5/23/13

APPROVED AS TO LEGALITY

Louis J. Petrizzi
College General Counsel

Date: 5/23/13

DMB PRODUCTIONS INC.

By: Douglas Brown, President

Date May 16 2013

FID#_
dmb productions inc.
10 mooring drive bellport, ny 11713
o: 631.286.3600  |  c: 631.495.0632

Suffolk County Community College 2013 DMB Video Production Proposal

Proposal:
Proposal for video services based on previous successful productions for the Office of Institutional Advancement at Suffolk County Community College. Specifically video production of Television Commercials and other institutional videos as needed.

Types of productions:
• Up to three TV commercials. Each being :30 seconds in length. An additional :15 and :10 second cut will be included if needed by the college.
• Spot customizations as needed. Examples being changing phone numbers, web addresses, titles, etc.
• If more than one spot is shot on a given day the cost of each spot will be reduced accordingly.
• Annual report video up to 2:00 minutes in length.
• One institutional video similar to the one put together for SCCC STEM.

Proposal includes:
• For each commercial: One ten hour day, two camera, HD shooting for interviews and three half days to shoot b-roll with 1 camera.
• Editing and compositing at DMB.
• All crew expenses.
• All rentals of equipment, cameras, lighting, and audio.
• Insurance, DMB carries its own insurance protecting the University from liability caused by the production company’s negligence.
• All production elements to include music selection and licensing, any narration, stock footage (up to $500.00), and post-production necessary to deliver a complete, approved video.
• Final product delivered in requested digital formats for broadcast and web use.
• QuickTime and Windows media files for review.
• In addition to final product, all footage delivered and ownership transferred to Suffolk County Community College.

Proposal cost:
Television commercials similar to those previously produced, $10,000 each
Annual review up to $3,000.
Institutional video up to $3,000

Total proposed cost may be less than but not exceed $36,000.00

Thank you for your attention to this proposal. I look forward to hearing from you.

Sincerely,

[Signature]

Douglas Brown
President, dmb productions inc.