



Addendum B to the Standard Commercial Production Agreement

**TO BE USED TO TERMINATE ANY INSURANCE COVERAGE OBLIGATION BY
PRODUCTION COMPANY UPON DELIVERY OF NEGATIVE TO EDITORIAL COMPANY**

AGENCY/PRODUCER COMMERCIAL PRODUCTION AGREEMENT TERMINATING PRODUCER'S RISK OF LOSS
("Termination Rider")

1. **DEFINITIONS**

As used herein:

(a) "Production Agreement" means the television commercial production agreement between the undersigned advertising agency ("Agency") and undersigned production company ("Producer") and is identified as follows: (Insert name of Commercial, job number, Production Agreement date, etc.)

(b) "Editorial Contract" means the contract for post production of the television commercial(s) covered by the Production Agreement between the undersigned advertising agency and the editorial company ("Editor") who is specified in the Production Agreement and/or has signed the Risk of Loss Rider.

(c) "Negative" means the original camera negative for the above commercial.

2. The following paragraph is incorporated in the Production Agreement:

3. **TERMINATION OF RISK OF LOSS**

Notwithstanding anything to the contrary in the Production Agreement, the Producer's risk of loss for the Negative, any obligation or liability of Producer to insure the Negative, the Agency, its clients or the Commercial and any obligation or liability of Producer relating to post production completion, including editorial, shall end upon delivery of the Negative to the Editor.

Agreed and Accepted:

("Producer")

("Agency")

By: _____

By: _____

Title: _____

Title: _____

**TO BE USED TO INITIATE INSURANCE OBLIGATION OF EDITORIAL COMPANY
UPON DELIVERY OF NEGATIVE TO EDITORIAL COMPANY**

AGENCY/EDITORIAL CONTRACT RISK OF LOSS RIDER

1. DEFINITIONS

The Definitions in the Termination Rider are hereby incorporated by reference.

2. Notwithstanding anything to the contrary in the Editorial Contract:

(a) Editor assumes the risk of loss for the Negative upon receipt of the Negative at its premises and until the earlier of (i) delivery of the Negative to the out-of-state storage facility designated by the Agency; (ii) delivery of a D1 or D2 color-corrected master to the Agency, if the Agency so instructs or Agency's out-of-state storage facility;(iii) delivery of the Negative to the Agency, if the Agency so instructs; or (iv) delivery of the Negative to an Agency designee prior to delivery to the out-of-state storage facility. Editor shall supply Agency with written proof of delivery as set forth in this paragraph 2(a).

b) Editor agrees to perform post production completion and shipment, as specified in the Editorial Contract.

(c) Editor shall obtain from an insurance carrier reasonably acceptable to Agency and shall maintain at Editor's own cost and expense during all phases of post production, including the editorial phase, insurance policies protecting Agency and Client against the perils covered under the Negative Film and Videotape section of the film production package policy that the Editor purchases. Such coverage is limited to the cost to re-shoot the commercial identified in the production agreement, not to exceed ten percent (10%) above the original actual costs subject to all terms conditions and exclusions of the film production package policy purchased by the Editor. Unless Editor previously provided Agency with a current Certificate of Insurance consistent with this paragraph 2(c), Editor shall provide such Certificate of Insurance.

The Agency shall advise the Editor in writing prior to the commencement of any job where the gross production costs exceed \$1,500,000.

The Agency shall reasonably cooperate with the Editor's insurance carrier in the event of loss or damage to the insured Negative. Such cooperation includes but is not limited to the following:

- i. cooperating with the insurance carrier to adjust the loss
- ii. provide the insurance carrier with the original bills for the actual shoot
- iii. provide the insurance carrier with the original bills for the re-shoot

(f) Editor shall not be liable for any acts or omissions occurring prior to delivery of the Negative to the Editor.

3. Execution of this Rider by the Agency is also execution of the Termination Rider.

Agreed and Accepted:

("Producer")

("Agency")

By: _____

By: _____

Title: _____

Title: _____