

Amendment to include in your bid and/or in your production contract:

This is an amendment to the production contract to which it is attached. If there is any conflict between the terms of this amendment and the terms of the production contract, the terms of this amendment shall control.

The purpose of this amendment is to address issues that may arise due to the Coronavirus.

Notwithstanding anything to the contrary contained in the production contract:

- (a) Any event or occurrence arising out of or resulting from the Coronavirus is referred to herein as a "CV Event." A CV Event includes but is not limited to the following: (i) travel bans, travel warnings, reported cases in transportation hubs, exposure reports, or the like are issued, occur or are re-issued; (ii) an event occurs including, without limitation, broadband/transmission/remote work issues/cellular failure, internet slowdowns or overloads, delayed or failed delivery at any point in the provision of services or supply chain or delivery of the results of producer's services, lack of equipment; (iii) the insurance carrier declines to cover the production described in the attached contract or revokes coverage previously declared; (iv) shooting permits are declined or revoked; (v) key staff or freelance artists, talent, or subcontractors are unavailable (e.g., sick, caring for sick); (vi) agency supervised shooting sessions are impracticable; (vii) civil authority, executive orders, social distancing measures, quarantine, "shelter in place," stay at home measures, recommendations, directives or the like are issued or re-issued; or (viii) any other event occurs that adversely affects the ability of the producer to provide the services described in the attached contract that would otherwise be deemed a breach or threatened breach thereof by either party, that is in any manner related to conditions brought about by the Coronavirus.
- (b) The occurrence of a CV Event as described herein shall not be deemed a breach of the contract to which this amendment is attached by either party and shall initially be treated as a force majeure delay and the producer shall be paid its costs incurred or irrevocably committed plus a reasonable handling fee to cover producer's administrative costs.
- (c) In the event of a cancellation or postponement (i.e., a force majeure event lasting three or more consecutive days) due to a CV Event, either AICP guidelines, or Advertiser's guidelines as specified and agreed to in the production contract, shall apply and neither the producer nor the agency shall be in breach of the production contract nor required to proceed with the services thereunder.
- (d) If agency desires to obtain cyber liability insurance covering the project that is the subject of the contract, agency shall either (i) notify producer in writing to include the cost of such insurance in the bid for the project in question or (ii) shall provide the applicable insurance itself. If agency does not provide the notification required in clause (i) nor secure insurance itself per clause (ii), producer shall not be responsible for any damages/costs/delays arising from a cyber breach or incident. Additionally, and for the avoidance of doubt, producer shall not be responsible for transmission failure if any of the contracted activities are occurring remotely; provided that Producer takes reasonable precautions (e.g., redundant transmission such as internet and cellular or satellite).
- (e) Agency, as agent for Advertiser, and producer shall negotiate in good faith with regard to any out-of-pocket costs or expenses arising out of or related to a CV Event that are not production budget-related costs, for example only, costs of additional hotel rooms, possible additional wages, additional transportation costs (but not health insurance related costs), etc., to the extent not covered by applicable insurance.

Producer	Agency, on its own behalf and on behalf of its advertiser client
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

This document is a specimen amendment to an individual production contract designed by AICP staff and professionals to address a number of anticipated contractual and insurance issues that members may encounter in their contractual dealings during the current Coronavirus emergency. Members may freely modify, excerpt or adapt it as they determine and its use, in whole or part, is strictly a matter of individual company decision.