

ANIMATION PRODUCTION AGREEMENT

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This Animation Production Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[STUDIO LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [STUDIO ADDRESS] (the "**Studio**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [CLIENT ADDRESS]) ("**Client**").

Studio and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to commission the Studio to design, produce, and deliver original animated content, and the Studio wishes to produce that content, on the terms below. The Parties intend that work will progress through defined production phases with Client approvals at each stage. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Project Description

1.1 The Project. The "**Project**" means the animated work described in **Exhibit A (Production Brief)**, including its title, format, runtime, animation style, frame rate, resolution, and intended platform or distribution, all as set out in Exhibit A.

1.2 Deliverables. "**Deliverables**" means the finished animated content and all associated source and intermediate files the Studio is required to deliver under Exhibit A, including the final render(s) in the formats specified and, where listed, project files, asset libraries, and rig files.

1.3 Production phases. "**Phases**" means the sequential stages of production, which unless Exhibit A states otherwise are: (a) concept and script; (b) storyboard; (c) style frames and design; (d) animatic; (e) animation and assets; (f) compositing and sound; and (g) final render and delivery.

1.4 Approval. "**Approval**" means Client's written sign-off on a Phase, which authorizes the Studio to proceed to the next Phase. Silence is not Approval, but the deadlines in Section 4 apply.

2. Scope of Production Services

2.1 Services. The Studio will design, animate, and produce the Project with reasonable skill and care and in a professional and workmanlike manner consistent with generally accepted industry standards for animation of comparable scope.

2.2 Style and specifications. The Studio will produce the Project in the animation style, aspect ratio, resolution, frame rate, and runtime stated in Exhibit A. Material changes to these specifications require a change order under Section 6.

2.3 Personnel. The Studio is responsible for assigning qualified animators, designers, and technical staff to the Project and may use its own employees and approved subcontractors. The Studio remains responsible for the acts and omissions of its subcontractors as if they were its own.

2.4 Third-party assets. If the Project incorporates third-party assets (stock footage, music, fonts, plug-ins, or libraries), the Party identified in Exhibit A will obtain the necessary licenses. Absent a contrary statement, the Studio will clear assets it selects and Client will clear assets it supplies.

2.5 Client materials. Client will provide brand guidelines, scripts, reference materials, logos, and any other assets the Studio reasonably needs ("**Client Materials**"). Client represents that it has the rights to provide Client Materials for use in the Project.

3. Production Schedule and Milestones

3.1 Schedule. The Studio will perform the Services according to the schedule and milestones in Exhibit A. Time estimates assume timely Approvals and timely delivery of Client Materials.

3.2 Milestones. Each milestone corresponds to the completion of a Phase or defined Deliverable and may be tied to a payment under Section 5.

3.3 Client-caused delay. If Client fails to provide an Approval or Client Materials by a scheduled date, the Studio's deadlines and the overall schedule are extended day-for-day, and the Studio may equitably adjust fees for resulting idle time or re-sequencing of work.

3.4 Studio delay. If the Studio anticipates a delay within its control, it will promptly notify Client, describe the cause, and propose a revised schedule.

4. Revisions and Approvals

4.1 Revision rounds. Exhibit A states the number of revision rounds included for each Phase. Unless Exhibit A says otherwise, each Phase includes **[NUMBER, e.g. 2]** rounds of revisions.

4.2 Approval windows. Client will review each Phase deliverable and either grant Approval or provide consolidated written revision notes within **[NUMBER, e.g. 5]** business days. If Client does not respond within that window, the Studio may treat the Phase as Approved for scheduling purposes, on written notice.

4.3 Out-of-scope revisions. Revisions beyond the included rounds, or changes that require reworking an already-Approved Phase, are out of scope and billed at the Studio's then-current rate of **[RATE]** or as a change order under Section 6.

4.4 Locking phases. Once a Phase is Approved, it is "locked." Reopening a locked Phase (for example, changing a storyboard after animation has begun) is a change order, because downstream work must be redone.

5. Compensation and Payment

5.1 Production fee. Client will pay the Studio a total production fee of **[AMOUNT]** in **[CURRENCY, e.g. US dollars]**, exclusive of taxes, payable per the milestone schedule in Exhibit A.

5.2 Deposit. Client will pay a non-refundable deposit of **[AMOUNT or PERCENTAGE]** before the Studio begins work. The deposit is credited against the final invoice.

5.3 Milestone payments. Remaining amounts are due on completion of each milestone in Exhibit A. Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

5.4 Expenses. Client will reimburse the Studio for reasonable, pre-approved, documented out-of-pocket expenses, including third-party asset licenses, render farm charges, and rush courier costs.

5.5 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. The Studio may suspend work on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

5.6 Taxes. Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on the Studio's net income.

6. Change Orders

6.1 Requesting changes. Either Party may request a change to the Project scope, specifications, or schedule. A change takes effect only when both Parties sign a written change order describing the change and its impact on fees and schedule.

6.2 No obligation until signed. The Studio is not obligated to perform out-of-scope work until a change order is signed, and the original schedule is not binding once a material change is requested but not yet documented.

7. Intellectual Property and Credit

7.1 Background IP. Each Party retains ownership of intellectual property it owned or developed before this Agreement or independently of it ("**Background IP**"), including the Studio's proprietary rigs, tools, plug-ins, and reusable asset libraries.

7.2 Assignment of Deliverables. Subject to Client's full payment of all amounts due, the Studio assigns to Client all right, title, and interest in the final Deliverables created specifically for Client, excluding the Studio's Background IP and any third-party assets, which are licensed as provided in Section 2.4.

7.3 License to Studio Background IP. To the extent the Studio's Background IP is embedded in a Deliverable, the Studio grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use that Background IP as part of the Deliverable.

7.4 Source files. Source and project files are delivered only if listed in Exhibit A. Absent that listing, the Studio delivers final rendered output but retains its working files.

7.5 Portfolio and credit. Unless Exhibit A states otherwise, the Studio may display the completed Project in its portfolio and reels and may receive an on-screen or credits-list animation credit. Client may request a confidentiality hold for a stated period before public display.

8. Representations and Warranties

8.1 Mutual. Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach another agreement.

8.2 By the Studio. The Studio represents that the Deliverables, excluding Client Materials and Client-directed elements, will be original to the Studio or properly licensed and, to its knowledge, will not infringe a third party's rights.

8.3 By Client. Client represents that Client Materials do not infringe a third party's rights and that Client has the right to use them in the Project.

9. Term, Termination, and Limitation of Liability

9.1 **Termination for convenience.** Client may terminate this Agreement on [NUMBER] days' written notice. On such termination, Client will pay for all work performed and committed costs incurred through the effective date, and the Studio will deliver work in progress for completed and paid Phases.

9.2 **Termination for cause.** Either Party may terminate on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

9.3 **Limitation of liability.** Except for a Party's indemnification obligations, breach of confidentiality, or gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total liability will not exceed the total production fee paid under this Agreement.

9.4 **Survival.** Sections 5 (for accrued amounts), 7, 8, this Section 9, and any provision that by its nature should survive, survive termination.

10. General Provisions

10.1 **Independent contractor.** The Studio is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE].

10.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets, on written notice.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Entire agreement; amendment.** This Agreement, with its Exhibits and signed change orders, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

10.6 **Severability; waiver.** If any provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

STUDIO	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE or N/A]
Date: _____	Date: _____
_____	_____

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