

CAMEO VIDEO AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your booking, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

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

[TALENT LEGAL NAME], an individual residing at [TALENT ADDRESS] (or a [STATE] [ENTITY TYPE] acting as loan-out company) (the "**Talent**"); and

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

Talent and Customer are each a "**Party**" and together the "**Parties**."

Recitals. Customer wishes to book the Talent to record a short, personalized video message, and the Talent is willing to record and deliver that message on the terms below. The Parties intend that the video be used only as permitted here and that the Talent retain control of its name, voice, and likeness except as expressly licensed. In consideration of the mutual promises below, the Parties agree as follows.

1. The Booking

1.1 Personalized video. The Talent will record a personalized video message (the "**Video**") for the Customer based on the request described in [REQUEST DETAILS / EXHIBIT A], including the recipient's name, the occasion, and any talking points the Customer provides.

1.2 Length and format. Unless stated otherwise, the Video will be approximately [NUMBER, e.g. 30–90] seconds long, recorded in [ORIENTATION, e.g. vertical] format at a resolution of at least [RESOLUTION], and delivered as a [FILE FORMAT, e.g. MP4] file.

1.3 Creative discretion. The Talent retains reasonable creative discretion over wording, tone, and delivery, provided the Video reasonably reflects the Customer's request. The Talent is not obligated to read a script verbatim.

1.4 Requests the Talent may decline. The Talent may decline any request that is unlawful, defamatory, harassing, sexually explicit, hateful, deceptive, politically endorsing, or that the Talent reasonably finds objectionable. If the Talent declines, the Customer's sole remedy is a full refund under Section 3.

2. Delivery and Turnaround

2.1 Turnaround. The Talent will deliver the Video within [NUMBER, e.g. 7] days of the later of (a) the Effective Date and (b) the Customer's submission of all information the Talent reasonably needs.

2.2 Method of delivery. The Talent will deliver the Video by [DELIVERY METHOD, e.g. download link / platform message / email] to [CUSTOMER CONTACT].

2.3 Re-records. If the Video contains a material error caused by the Talent (for example, the wrong recipient name), the Talent will re-record at no charge. The Customer is not entitled to re-records for changes of preference once the Video reasonably matches the request.

3. Fees, Payment, and Refunds

3.1 Booking fee. The Customer will pay a booking fee of **[AMOUNT]** in **[CURRENCY]**, exclusive of any platform fees.

3.2 Payment timing. Payment is due **[ON BOOKING / ON DELIVERY]** by **[PAYMENT METHOD]**. The Talent is not obligated to record until payment is received or authorized.

3.3 Refunds. If the Talent declines the request under Section 1.4, does not deliver within the turnaround in Section 2.1, or the Video materially fails to meet the agreed request and cannot be corrected by a re-record, the Customer is entitled to a full refund of the booking fee. Except as stated, the booking fee is non-refundable once the conforming Video is delivered, to the extent permitted by applicable consumer-protection law.

3.4 Taxes. Each Party is responsible for its own taxes. The booking fee is exclusive of any applicable sales or similar taxes, which the Customer will pay if required.

4. Name, Image, and Likeness

4.1 Talent's rights. The Talent retains all rights in the Talent's name, voice, image, signature, and likeness (collectively, "**NIL Rights**"), except for the limited license expressly granted in this Agreement.

4.2 Limited appearance license. The Talent grants the Customer a non-exclusive, non-transferable license to use the Video as recorded for the personal, non-commercial purpose stated in the request, including sharing it privately with the intended recipient and on the Customer's personal social media.

4.3 No endorsement. Nothing in this Agreement is, or may be presented as, an endorsement by the Talent of any product, service, brand, candidate, or cause.

5. Permitted Use and Restrictions

5.1 Permitted use. The Customer may use the Video only for the personal, non-commercial purpose described in the request.

5.2 Prohibited uses. Without the Talent's separate prior written consent, the Customer will not: (a) use the Video for any commercial, advertising, fundraising, or promotional purpose; (b) edit, dub, manipulate, or use any portion of the Video out of context, or in a way that is misleading or defamatory; (c) create or train any synthetic media, deepfake, voice clone, or AI model using the Video; or (d) resell, sublicense, or distribute the Video for a fee.

5.3 Platform terms. If the booking is made through a platform, the platform's terms also apply, and in the event of a conflict the more protective restriction on use of the Video controls.

6. Commercial Use (Optional)

6.1 Separate license required. Any commercial or promotional use of the Video requires a separate written license and additional fee, negotiated in good faith.

6.2 Scope to be defined. If the Parties agree to commercial use, they will define the media, territory, duration, and fee in a written addendum signed by both Parties before the Video is used commercially.

7. Representations and Warranties

7.1 **By the Talent.** The Talent represents that the Talent has the right to grant the licenses in this Agreement and that, to the Talent's knowledge, the Video will not knowingly infringe a third party's rights.

7.2 **By the Customer.** The Customer represents that the information and talking points provided are accurate, lawful, and not defamatory, and that the Customer has any necessary consent of the intended recipient to receive a personalized message.

8. Limitation of Liability and Indemnification

8.1 **Limitation.** Except for a Party's indemnification obligations or its 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 booking fee.

8.2 **Indemnification by Customer.** The Customer will defend and indemnify the Talent against claims arising from the Customer's use of the Video in violation of this Agreement or from inaccurate or unlawful information the Customer provided.

8.3 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

9. General Provisions

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

9.2 **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].

9.3 **Assignment.** The Customer may not assign this Agreement or the license without the Talent's prior written consent.

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

9.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

9.6 **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.

9.7 **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.

TALENT	CUSTOMER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]

Title: **[TITLE or N/A]**

Title: **[TITLE or N/A]**

Date: _____

Date: _____

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