

CORE TEAM MEMBER CONTRACT

For BAMFAM Films, LLC

1. OVERVIEW

- 1.1. This agreement (“Contract”) is between Neil Shewmaker (“Partner”) and BAMFAM Films, LLC (“Studio”), to establish expectations and confirm Partner as a Core Team Member (“Position”).
- 1.2. Upon signing by the above parties, Contract shall be legally binding and enforceable under the laws of the United States.

2. SERVICES & COMPENSATION

- 2.1. Partner commits to fulfilling their duties as described below to the best of their abilities.
 - 2.1.1. Partner will serve as a primary editor for Studio commercial projects.
 - 2.1.1.1. Partner will be paid on a “per contract fulfilled” basis with the rates they communicate to Studio before a project’s launch.
 - 2.1.2. Partner will provide creative insight and fulfill admin tasks on a monthly retainer.
 - 2.1.2.1. Partner will be paid a \$200/month for approx. 18hrs of monthly work as described above.
 - 2.1.3. Partner will be offered other creative outlets such as cinematography, story editing, color grading, etc. if desired. Such services will not be expected by Studio but offered case by case.

3. INTELLECTUAL PROPERTY

- 3.1. Partner relinquishes all intellectual property rights to works created for Studio, unless otherwise stated in a written agreement.
- 3.2. Partner may, however, use content for their own portfolio, promotional reels, website, or social media with written permission from Studio.
- 3.3. Commercial use (such as reselling footage or licensing to third parties) by Partner for works created for Studio requires written permission from Studio.

4. VALUE ADHERENCE

- 4.1. Studio highly values these attributes: attention to detail, organization, honesty, communication, and problem-solving. Studio has the following expectations:
 - 4.1.1. Attention to Detail: Partner agrees to maintain accuracy in all work and carefully read through every instruction provided by Studio.
 - 4.1.2. Organization: Partner agrees to carefully organize all files, finances, meeting notes, equipment, emails, deadlines, etc. in a manner that is clearly traceable and understandable.

- 4.1.3. Honesty: Partner agrees to maintain complete honesty in their reporting and conduct. Any attempt to misguide information or misrepresent the amount or nature of work may result in immediate termination of Contract.
- 4.1.4. Communication: Partner agrees to maintain clear, quick, and professional communication in all manners. Studio expects Partner to aim for responding within one business day.
- 4.1.5. Problem Solving: Partner agrees to consistently think: "If I were in charge here, what would I do? How can I move forward? Is there another way to approach this?" In all situations, Partner agrees to go the extra mile in problem-solving solutions.

5. DISPUTE RESOLUTION

- 5.1. Any disputes arising from Contract will first be resolved through mediation. If unresolved, the parties agree to arbitration through a legal representative.

6. NON-SOLICITATION

- 6.1. Non-Solicitation of Clients: Partner further agrees that during the term of this Agreement and for a period of two (2) years after termination, they will not directly or indirectly solicit, divert, or attempt to solicit or divert any of Studio's clients, customers, or business partners with whom Partner had contact or gained knowledge of through their work with Studio.
- 6.2. Non-Solicitation of Employees and Contractors: Partner also agrees not to hire or attempt to hire, contract, or otherwise engage any employee, freelancer, or contractor who is or was employed or contracted by Studio during the twelve (12) months preceding the termination of Partner's Contract for use in competing business ventures, as defined by Studio.

7. LIABILITY AND INDEMNITY

- 7.1. Indemnity: Both parties agree to indemnify and hold harmless the other from any claims, damages, or legal disputes that arise due to negligence, breach of contract, or failure to fulfill responsibilities under Contract.
- 7.2. Force Majeure: Neither party shall be held liable for failure to perform due to events beyond reasonable control (e.g., natural disasters, pandemics, acts of war).

8. TERM & TERMINATION

- 8.1. Contract shall begin on the date of signing and continue until March 1st, 2026.
- 8.2. Either party may terminate this agreement at any time by providing written notice (email is acceptable).
- 8.3. Breach of Contract: If either party fails to meet their responsibilities as outlined in Contract, the other party reserves the right to terminate.

9. AMENDMENTS AND MODIFICATIONS

9.1. Written Modifications: Any changes or amendments to Contract must be made in writing and signed by both Partner and Studio.

Partner Full Name:

Partner Signature:

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Studio Representative:

----- Brinson Davenport -----

Studio Signature:

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