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AGREEMENT FOR ONLINE STREAMING

This Agreement (“AGREEMENT”) is entered into as of _____
Month Day Year

By and between WASHINGTON STREAMING FOUNDATION (“Agent”), and
 (“client”)_____, WASHINGTON STREAMING FOUNDATION may also
hereinafter be referred to as (“AGENT” or “the AGENT”)

WHEREAS: Washington Streaming Foundation (“Agent”) shall render streaming services to the organization or business listed above.

WHEREAS: Client agrees to pay for the services to be performed by the “Agent” and

WHEREAS: The “client” and “agent” desire to enter into a contract relationship to be governed by the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the “client” and “agent” agree as follows:

The client shall agree to the terms of this agreement on the said date above. WASHINGTON STREAMING FOUNDATION (“Agent”) shall render the following services: (a) Stream Live Video, (b) to the listed party online streaming service, (c) Face Book, YouTube Channel, (d) or other streaming services, (e) the said client will provide their “RTMP” AND STREAMING KEY) to WASHINGTON STREAMING FOUNDATION to render streaming of live video) (f) to the client social media page or website, (g) The Client shall provide internet access to WASHINGTON STREAMING FOUNDATION, (h) Video Format 1080p Full HD, (i) Provide a copy of your logo or image in a format of 720p or 1080p high definition to create an intro video and outro video in full 1080p high resolution.

SUBJECT OF THE AGREEMENT

Client has provided the “Agent” with all required information to stream to the client social media sites, the required information will be used to create a post-production file(s) (1) Preset, (2) Intro Video, (3) Outro Video, (4) Titles, (5) Overlays, (6) Lower Thirds, (7) Scriptures Titles. The client agrees to be filmed for an intro and outro video, or the client can produce its own intro and outro video in a format of Full-HD 1080p for 10 seconds. The client agree that the “agent” has permission to edit the video for streaming. The client shall give the “agent” full permission to edit all videos being submitted for streaming. This is a material condition for the client to enter into this Agreement.



SCHEDULE AND SERVICES TO BE PROVIDED BY AGENT

“Agent” will stream live video and record live video on Sunday’s (weekly) starting on _____,
Time & Date

To the client social media site(s), Face Book, YouTube Channel, other streaming services. The client grants “Agent” Global usage rights with no limitations for perpetuity as it related to the recorded files. The recorded files do not include project raw footage, project files, project assets, software, hardware, etc. as those files are proprietary property that belong to “Agent”. The client shall grant and provide to the “Agent” the login and password to social media site, for the soul purpose to stream live video.

WHEREAS: The Client agrees to use WASHINGTON STREAMING FOUNDATION (“Agent”), as your Streaming Broadcaster Consultant, to stream live video, record live video; the appearance, text, name, images, likeness, photos, musical songs, music, audio, voice, children, choir, pastors, ministers

WHEREAS: The Client shall provide WASHINGTON STREAMING FOUNDATION (“Agent”), a copy of rights to musical songs or music. If the Client cannot provide such copies of rights from the original artist, original song writer, or producer of music; WASHINGTON STREAMING FOUNDATION (“Agent”) shall not have liability or responsibility for social media flagging your social media sites; for any music infringements; under the infringement and copyright laws of the United States Code; Title 17; Copyright Act of 1976; Chip Protection Act of 1984

WHEREAS: The “Effective Date” of this agreement is the date on which you agree to WASHINGTON STREAMING FOUNDATION Terms of Services listed in this agreement

WHEREAS: WASHINGTON STREAMING FOUNDATION (“Agent”), reserves the right, at its discretion, to change, modify, add, or remove portions of this agreement at any time by posting amended terms to this Agreement. WASHINGTON STREAMING FOUNDATION will notify you when material changes are made to this Agreement. Your continued use of WASHINGTON STREAMING FOUNDATION Services after the posting of changes constitutes your binding acceptance of such changes.

TERM OF SERVICE:

[Children's Online Privacy Protection Act of 1998, 15 U.S.C. 6501–6505](#)

I: Stream Live Video: WHEREAS Client gives WASHINGTON STREAMING FOUNDATION permission to stream/record live video to your social media pages, sites, or streaming services site which you have. You also agree to provide WASHINGTON STREAMING FOUNDATION a sign copy of it’s Release Form for under 18 years of age and over 18 years of age. Both forms are attached below, please return both sign copies to WASHINGTON STREAMING FOUNDATION

II: Online Social Media Sites, Face Book, YouTube, Ustream, Live Stream, Restream: WHEREAS Client shall provide WASHINGTON STREAMING FOUNDATION with the URL/Stream Key, Username, Password, Social Media Site Name for the sole purpose to stream to your social media sites. Our production software requires the URL and Stream Key from your social media sites.

1A: Client shall give WASHINGTON STREAMING FOUNDATION permission to have the Administrator Access to your Facebook page for the sole purpose of having access to the publishing tools to broadcast to your social media. _____
initials

Administrator Access Name



Please print all information below:

Social Media Site Name

Username

Password

URL

Stream Key

Today's Date

WHEREAS: WASHINGTON STREAMING FOUNDATION SHALL PROTECT AND SECURE ALL SOCIAL MEDIA INFORMATION YOU PROVIDED. WASHINGTON STREAMING FOUNDATION DOES NOT OR GIVEN PERMISSION FROM THE CLIENT, LISTED IN THIS AGREEMENT TO USE OR SELL IT'S INFORMATION TO A THIRD PARTY.

IIII: WHEREAS: The client shall provide the time and date for the said streaming services to be in effect _____.
Date & Time

- (a) WASHINGTON STREAMING FOUNDATION will made every effort to start the live broadcast/stream on time.
- (b) WASHINGTON STREAMING FOUNDATION does not take liability for internet services being down or no connection.
- (c) WASHINGTON STREAMING FOUNDATION will record each service as a back up to be stream later; if any problems occur while streaming live.

IIIIA: WHEREAS: WASHINGTON STREAMING FOUNDATION will provide the best streaming services using 1080p HD cameras and will record the live broadcast for later to stream, if one of the internet problems occur: (a) buffering, (b) lost connection, (c) internet drop its speed, (d) or equipment lose connection, (e) or loss of electricity. WASHINGTON STREAMING FOUNDATION will make every effort to stream to your social media sites. If for any reason we can't stream live to your social media site, we will record and upload your service to your social media site. If your social media site is down for maintenance, or loss connection, by the social media company, WASHINGTON STREAMING FOUNDATION has no responsibility for social media loss connection or maintenance issues.

VIDEO FORMAT: WHEREAS: WASHINGTON STREAMING FOUNDATION will stream a live video of your services in Full-HD, we will use HD cameras, stream, and record your services. Although you retain all ownership of your live stream, you hereby grant WASHINGTON STREAMING FOUNDATION a worldwide, perpetual, fully assignable, royalty-free right, with the right to perform the following of this agreement.

- (a) Create preview clips, and artwork from the recorded service and make available your preview clips and artwork via WASHINGTON STREAMING FOUNDATION to use.
- (b) Encode transcode, compress or convert your recorded service into any format, any bit rate, and using any codec now know or later developed.
- (c) Store your recorded service on one or more computers/servers in order to product Blu-ray disc, or display a clip for our website at wsf1.org our Face Book Page at fb.me/wsf12022 our YouTube Channel at youtube.com/@wsf1
- (d) You hereby grant WASHINGTON STREAMING FOUNDATION royalty-free rights to use your Business or Organization Name on our website or any disc/media we produce.
- (e) You hereby grant WASHINGTON STREAMING FOUNDATION royalty-free rights to use your recorded live video for our advertising on our website or printed material for public view.
- (f) WASHINGTON STREAMING FOUNDATION will not be obligated to account and pay performance, mechanical or other royalties to you for the use of the recorded live video or stream.



FEES AND PAYMENT TERMS:

WHEREAS: Client shall agree to the following payment monthly for streaming services and agree to the following cost and any late fees.

The total estimated cost of Streaming is \$500.00 and the estimated cost for post-production is \$250.00. The estimate includes, but is not limited to, expenses for the following items: all production and post-production costs, equipment,

WHEREAS: Client shall agree to a one-time payment of \$250.00 to WASHINGTON STREAMING FOUNDATION to create a post-production item(s): preset, titles, overlays, lower thirds, images, photos, intro video and outro video. This one-time payment of \$250.00 is due upon the signing of this Agreement, Effective Date _____ shall be paid by electronic payment to our PayPal Account at paypal.me/wsf1org by the effective date, of this agreement.

WHEREAS: Client shall agree to a monthly payment of \$500.00 for WASHINGTON STREAMING FOUNDATION streaming services. The monthly payment is due on the 2nd of each month via our electronic payment system at [PayPal.me/wsf1org](https://paypal.me/wsf1org), Effective date _____, of the signing of this Agreement. WASHINGTON STREAMING FOUNDATION do not accept cash, checks, money orders, personal checks.

WHEREAS: the client agrees to use and make all payments to WASHINGTON STREAMING FOUNDATION by electronic means to [PayPal.me/wsf1org](https://paypal.me/wsf1org)

1.1 Notwithstanding the foregoing, “Agent” will be paid for any additional production expenses incurred, including but not limited to cost relating to equipment, contractors, transportation, location etc. If client chooses to defer paying any amount beyond the date on which is due, client may be charged at the “Agent” discretion, as additional consideration, an amount equal to the current prime rate +2% (as charged by “Agent” bank from time to time) on unpaid amounts until paid, compounded monthly. Ownership of the final files does not transfer until full payment is made to “Agent.”

1.2 Contingency and Weather Days:

A contingency day is any day where a schedule stream has been prevented from occurring due to circumstances beyond the control of the “Agent.”

These circumstances may include but should not be limited to: (a) Weather conditions rain, snow, fog, sleet, hail, or any adverse weather condition that is not consistent with the prescribed streaming desired by client. Force majeure, meaning but not limited to, earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism, and acts of God.

1.3 Intellectual Property Rights:

Client shall own the final video, stream, recorded video, client shall ensure all proper likeness rights are obtained from anyone in the video, stream, recorded video. “Agent” retains the right to use the video/recorded video for promotional purpose. Except as otherwise provided herein, client owns all rights, title, and interest in and to the media, which are the subject of this Agreement, including all copyrights therein. Client grants “Agent” an exclusive, worldwide, sublicensable, transferable, royalty free license to all media clips produced during the course of the contracted work as it relates to the “Agent” promotional use.

“Agent” understands that some information for said media may be of a confidential nature and/or sensitive information. “Agent” agrees, at client’s written request, to require, within reason, those engaged for the stream to sign appropriate agreements not to discuss or disclose information about the product or the specified media except as such disclosure may be necessary for “Agent” to produce media in the usual and customary manner under this Agreement.

1.4 Termination of Agreement:

This Agreement shall be effective from the date first listed above for a period of one year, unless sooner terminated by either “Agent” or “Client” in accordance with the terms and conditions of the Agreement (“term”). The Agreement is terminable by either “Agent” or “Client” at any time, with or without cause, effective upon notice to the “Agent” or “Client”. If “Agent” exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that “Client” shall be obligated to compensate “Agent” for work performed up to the time of termination. If “client” exercises its right to terminate the Agreement, a non-refundable cancellation fee of 25% of the total agreed upon project budget reflected in this agreement is to be paid to the “Agent” immediately upon official cancellation of the project. This cancellation fee will be in addition to any production expenses incurred up until the agreed upon cancellation including but not limited to last minute crew and associated labor and vendor cancellation fees etc. After the cancellation fee and incurred production expenses are paid to “Agent” in full, any obligation client may otherwise have under this Agreement shall cease immediately.

1.5 All provisions of this Agreement relating to the protection of “Agent” confidential information, Non-Solicitation and Non-competition, Limitation of Liability, indemnification, and Dispute resolution, shall survive expiration or termination of this Agreement for any reason.

1.6 Limitation of Liability, in no event shall “Agent” be liable to client for any indirect, incidental, consequential or punitive damages, or lose of profits, revenue or data, whether in an action in contract, tort, strict liability, or otherwise, even if Client advises “Agent” of the possibility of those damages. “Agent” liability on any claim for any loss or damage arising out of or in connection with or resulting from this shall in no case exceed the value of the services provided by “Agent” under this Agreement, as defined above. “Agent” shall not be liable for any penalties of any kind. Any action against “Agent” for any alleged breach under this Agreement must be filed within one (1) year after such action accrues and all rights of Client to initiate any action arising from this Agreement will terminate one (1) year after accrual.



1.7 Interpretation:

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.

1.8 Binding Effect:

This Agreement shall be binding upon, an insure to the benefit of the successors, executors, heirs, representatives, administrators and permitted assigns of the “Agent” and Client hereto. Client shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without “Agent” prior written consent which may be withheld as “Agent” determines in its sole discretion. Any such purported assignment shall be void.



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2.1 Notices:

Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth below. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five days after being deposited in the mail. "Agent" or Client may change it's address for such communications by giving notice to the other in conformity with this section.

"AGENT" ADDRESS

"CLIENT" ADDRESS

WASHINGTON STREAMING FOUNDATION
913 BULLOCK AVE
YEADON, PA 19050

SIGNATURES

Agreed to and accepted by: CLIENT.

Date: _____

By: _____

Signature

Print Name: _____

Email: _____ Fax No: _____ Cell Phone: _____

Agreed to and accepted by WASHINGTON STREAMING FOUNDATION

Date: _____

By: _____

Print Name: George R. Washington, CEO/President

Organization: wsf1.org



CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE “AGENT” CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICES. “CLIENT” HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

SIGNATURES

Agreed to and accepted by “Client.”

Date: _____

By _____
(Signature)

Print Name: _____

Cell No. _____

Email Address: _____

Agreed to and accepted by: Washington Streaming Foundation (“Agent”)

Date: _____

By: _____
(Signature)

Print Name: _____

Phone: _____

Email: contact@wsf1.org



PRODUCTION CHECK LIST

The use of this production check list allows you to make sure you have all information pertaining to your production. Without this information we will be unable to complete the post-production.

Full Name:		
Address:		
City:	State:	Zip code:
Cell Phone No:	Email Address:	
Organization Name:		
Organization Address:		
Organization Email Address:		
Contact Person:		
Contact Person Email Address:		
Streaming Platform <input type="checkbox"/> Face Book <input type="checkbox"/> YouTube Channel <input type="checkbox"/> Other		
Organization Logo <input type="checkbox"/> Yes, Format size <input type="checkbox"/> 1920x1080 - <input type="checkbox"/> 720x320 - <input type="checkbox"/> JPEG - <input type="checkbox"/> PNG - <input type="checkbox"/> JPG - <input type="checkbox"/> No		
Titles & Name		
_____	_____	
Name of Pastor	Name of Min	
_____	_____	
Name of Singer	Name of choir	



Washington Streaming Foundation Children's Online Privacy Protection Act (COPPA) Form Under 18 yrs. of age.

Release from an individual under the age of 18 who appears and is identified in a photographic, film recording, digital recording, video, broadcast, streaming. Person appearing ("Model Under 18") (Please print name)

I, Parent/Guardian _____ hereby authorize Washington Streaming Foundation to record, broadcast, stream to social media sites (youtube.com/@kids1508) and on digital media ("shoot") the likeness, voice, image, photo, name, sound, and appearance (the "Images/Recordings") of the Model identified above, and to use the images/recording in connection with Washington Streaming Foundation and any Washington Streaming Foundation promotional material, websites, & social media.

Furthermore, I hereby grant Washington Streaming Foundation, and all its partners, designees and assignees royalty-free, irrevocable permission to use, reproduce, publish, broadcast, stream and distribute the images/recordings, in connection with Washington Streaming Foundation, in any works created by Washington Streaming Foundation or its designees, for the purpose of promoting the value of play or concerning, based on, related to, or suggested by the vision and mission of Washington Streaming Foundation in any media, digital media, websites, publications whether now known or later invented, throughout the world.

Furthermore, I will not receive any royalties from Washington Streaming Foundation or its Assignees, Designees, or Partners for using my photographic, film recording, digital recordings, images, likeness, recordings, voice, sound and appearance now known or later known.

I represent and warrant that I am under 18 years of age and my Parents/Guardian has the full legal capacity to execute this release.

I agree to enter into this agreement of the Model identified above. Yes or No

Name: _____

Signature _____, Date _____

Phone _____

Mailing Address _____

Email: _____

Washington Streaming Foundation Use Only

Date Received _____

Photographer(s): Various Photographers & Videographers

Revised: October 2022



Washington Streaming Foundation Photography and Video Waiver Form Over 18 yrs. of age

Release from an individual who appears and is identified in a photographic, film recording, digital recording, video, broadcast, streaming. Person appearing (“Model”) (Please print name) _____

I, Name _____ hereby authorize Washington Streaming Foundation to record, broadcast, stream to social media sites and on digital media (“shoot”) the likeness, voice, image, photo, name, sound, and appearance (the “Images/Recordings”) of the Model identified above, and to use the images/recording in connection with Washington Streaming Foundation and any Washington Streaming Foundation promotional material, websites, & social media.

Furthermore, I hereby grant Washington Streaming Foundation, and all its partners, designees and assignees royalty-free, irrevocable permission to use, reproduce, publish, broadcast, stream and distribute the images/recordings, in connection with Washington Streaming Foundation, in any works created by Washington Streaming Foundation or its designees, for the purpose of promoting the value of play or concerning, based on, related to, or suggested by the vision and mission of Washington Streaming Foundation in any media, digital media, websites, publications whether now known or later invented, throughout the world.

Furthermore, I will not receive any royalties from Washington Streaming Foundation or its Assignees, Designees, or Partners for using my photographic, film recording, digital recordings, images, likeness, recordings, voice, sound and appearance now known or later known.

I represent and warrant that I am over 18 years of age and have full legal capacity to execute this release.

I agree to enter into this agreement of the Model identified above. Yes or No

Name: _____

Signature _____, Date _____

Phone _____

Mailing Address _____

Email: _____

Washington Streaming Foundation Use Only

Date Received _____

Photographer(s): Various Photographers & Videographers

Revised: October 2022