



Michael Simons Productions

## TERMS & CONDITIONS

The following terms and conditions are the sole basis by which Michael Simons Productions hereinafter referred to as "MSP" accepts this assignment, and client hereby accepts said terms and conditions on both sides as evidenced by their signature of approval.

1. In any event of a postponement or cancellation of this contract by client, the retainer and/or payments made are not refundable, length of time in giving notice of cancellation is not a factor.
2. Payment of any additional post-edited services requested by client after event will be due on or before the DVD(s) are delivered.
3. MSP takes utmost care with respect to the recording, editing, duplication and delivery of the video products and services offered. However, if MSP fails to comply with the terms of this agreement due to any event or act beyond the control of MSP, including, but not limited to illness, accidents, labor disputes, acts of God and other catastrophes, or uncontrollable and unforeseeable equipment failure, MSP's liability is limited only to refund of all monies received.
4. MSP will not be responsible for the storage and safekeeping of any material, edited or unedited after they have been completed for 30 days. 30 Days from completion, the edited and unedited files will be deleted from MSP's hard drive. Any changes that are deemed by MSP to be subjective will be billed at a \$195.00 per hour re-editing fee. After 30 days from completion, no changes are possible.
5. On the day, if you notice anything which you feel should not be included in the final footage, please advise us so that it can be omitted at the editing stage. A re-editing charge will apply otherwise.
6. MSP will make every effort to ensure the safekeeping of any tapes, personal property, pictures, etc. associated with any project. However, MSP will not be responsible for any damage that incurs while in MSP possession. All property is given to MSP at the complete and total risk of client. This is to include any material that is delivered to client, be it by U.S. Mail, Fed-Ex, UPS or any other delivery contractor. MSP is not responsible for any lost and/or damaged property.
7. It is understood that MSP is the exclusive official videographer retained by client. Any conflicts with any other professional videographer, contracted by any parties associated with the event are the sole responsibility of client.
8. MSP staffs only professional, highly qualified videographers, however, MSP will not guarantee any specific videographer/videographers.
9. Client assumes all responsibility for obtaining any necessary permission, clearance, permits, etc. which may be required for MSP to film each event, public or private. Client is solely responsible for any administration fees, passes, tickets, etc. necessary for MSP to gain access to and film each event. Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of or inability to use, such requested camera positions.
10. MSP reserves the right to remove equipment and personnel from any event for any reason when, in the opinion of the MSP crew chief, there is sufficient potential to cause equipment damage or personal injury to the MSP crew.
11. MSP is not responsible for damage of malfunction to any video tapes, compact flash cards, hard drives, or DVD's after they leave MSP's studio, unless we determine it was defective before it left the premises, whereas we will replace said DVD. Master tapes given to client are the full responsibility of the client. Signing of this contract by client removes MSP of any liability regarding Master tapes/files.
12. Client hereby releases and authorizes MSP to use images, names, sounds, etc. of each event and any reproduction and/or recordings of same in connection with any contest, exhibition, display, advertising promotions, website and inclusion in demonstration tape or other purposes. In return, MSP agrees to use same in good faith and good taste.
13. MSP will do its best to complete all projects within 8 months from the date of either the event date or date client delivers all materials necessary to complete the project. This completion period is only an approximate length of time and any longer periods necessary for completion will not void this contract.
14. MSP retains all copyrights and reproductions rights for each production, raw footage, edited masters and all copies of each production, whether in whole or part. MSP retains possession of raw footage and edited master tapes/files. Client agrees to only delivery of contracted copies.

15. MSP is hereby granted full production control by client regarding all aspects of the production and post-production. In the event a particular segment of the event is either not recorded, partially recorded, or overlooked by MSP crew, MSP is not held responsible for any deductions or discounts on contract. MSP is exclusive producer of the event video recording. Client understands that the event is not scripted, i.e. no re-takes, and that MSP has little or no control over the flow of activities at said event. MSP will make every reasonable effort to record all important moments of the event. Of course, MSP will acknowledge any reasonable special requests by client.

16. Same Day Edits will be completed on the same day as the event. In the unlikely event that the Same Day Edit cannot be completed on the same day due to circumstances beyond our control such as but not limited to equipment failure or any other emergency. MSP is only responsible for refund of SDE money paid.

17. Once a specific package is chosen and the contract signed it is not possible to down grade that package. An upgrade is possible if staff is available.

18. This agreement supersedes and replaces any previous document, correspondence, conversation, or other written and/or oral understanding.

19. When the Super8mm film option is included in the package, if the film fails in the filming or developing process MSP is only required to refund the cost paid for that option.

20. Dinner accommodations must be provided. This does not include cocktail hour. If dinner is not provided, the videographer(s) will be permitted to leave for one hour or MSP will be compensated \$150 per crew member. MSP will not be responsible for missed footage during this time.

21. Music choices are edited at the sole discretion of MSP.

22. If any portion of this agreement should be determined to be invalid it is agreed that the invalidity of such portion shall not affect the validity of the remaining portions of this agreement.

23. If you require us to do any re- editing there will be an additional charge.

24. All parties should be notified of video recording to ensure an unobstructed view at all times.

25. Under circumstances in which MSP needs the services of a collections agency or attorney to collect unpaid balances, the client will remain liable for these costs.

26. MSP will not be held responsible for any personal injury that may result to client, guests or third party.

27. A knowledgeable person should inform MSP of important guests and/or circumstances 15 minutes in advance of any unscheduled event. MSP will not be responsible for missed footage.

28. All travel directions must be provided by the client. MSP will not be responsible for missed footage due to inaccurate directions or detours.

29. A retainer is required to reserve the date. All balances must be paid in full before delivery of video.

30. Client hereby releases and authorizes MSP to use images, names, sounds etc of each event and any reproductions and/or recordings of same in connection with any contest, exhibition, display, advertising, promotions, newsletter, publication, website, inclusion in demonstration video or other purposes. In return, MSP agrees to use same in good faith and good taste.

31. In the event of a postponement or cancellation of this contract by client, the deposits/retainers paid are not refundable.

32. In the event the client is unable to supply the studio with the requested materials 30 days prior to the event, the studio reserves the right to exclude these materials from the finished product with no adjustment to final payment.

33. It is understood that MSP is the exclusive official videographer/cinematographer by client to cover each event. Any conflicts with other photographic, entertainment or video coverage contracts and any notifications necessary to avoid such conflicts are the sole responsibility of the client.

34. The contract being provided at your request as of the date indicated on the contract we have reserved time on our production schedule for your event. To confirm your reservation it is necessary for you to sign and return payment to MSP within 10 days of receipt or your reservation may be cancelled without prior notification.

Studio Representative \_\_\_\_\_ Date \_\_\_\_\_

Accepted by \_\_\_\_\_ Date \_\_\_\_\_