

TERMS OF SERVICE

UPDATED JANUARY 01, 2022

AGREEMENT: Company agrees to provide media production services, including, but not limited to, video production, graphic design, editing, sound and/or lighting services (the "Services") to Client as set forth below. This Agreement shall be governed by the laws of Georgia.

COPYRIGHTS: The media produced by Client is protected by Federal Copyright Law (all rights reserved) and may not be reproduced in any manner without the express written consent of Client. All publicly displayed/printed media produced by Company as part of the Services shall clearly display credit of such media to Client. Except as otherwise provided herein, Client owns all rights, title and interest in and to all media(s) subject of this Agreement, including all copyrights therein.

PAYMENTS: Payment of Fees. Client agrees to pay Company fifty percent (50%) of the Fees set forth above at least thirty (5) days prior to the initial Production/post production Date. (Unless 24-48 hour turnaround is requested). The remaining amount of the Fees (the "Final Invoice Amount") is due upon delivery of the final media and production to Client. If the Final Invoice Amount is not paid within thirty (30) days of the final Production Date, the amount due shall accrue interest charges at a rate of 1.5% per month (or such lower rate as may be the maximum allowable by law). Company's acceptance of late or partial payments (even if marked "paid in full" or the like) does not waive Company's rights to recover unpaid amounts. If, in order to collect payment due under this Agreement, Company must take action beyond invoicing Client for the Services provided, Client agrees to pay, in addition to the outstanding balance of any invoice, all contractual and statutory interest, as well as the costs and expenses of collection, including, but not limited to, attorneys' fees and costs. Where Client has executed this Agreement so as to secure services for the benefit of a third party, and where an invoice for such services remains unpaid for more than forty (40) days after the invoice date, Client agrees that it shall be deemed to have automatically assigned to Company all of its rights to receive payment from such third party for the Services rendered by Company, and that Company may, at its sole discretion, seek payment directly from the third party.

ADDITIONAL CHARGES: Client is responsible for added production/post production fees and expenses due to requests made by Client, which are not contained within the terms of this Agreement, including but not limited to digital adjustments, travel expenses due to change of location, event overtime, or additional video coverage or editing (post production).

THIRD PARTY RESTRICTIONS: Company is limited by the restrictions and/or guidelines imposed by any security official or management personnel (the "Officials") associated with the Location. Client agrees to accept the technical results imposed by the Officials on Company. Negotiation with the Officials is Client's responsibility; Company will offer technical recommendations only.

LIMIT OF LIABILITY: In the unlikely event that Company is unable to perform the Services, Company will attempt to secure a replacement media production company to provide the Services. In the event that Company is unable to find a replacement media production company, Company's liability is limited to the return of all payments received for the Services. In the unlikely event that any part of the media produced as part of the Services is lost, stolen or destroyed for any reason, Company's liability is limited to the return of all payments received for the Services. Company's liability for a partial loss of "originals" shall be a prorated amount of the Services selected, based on the percentage of the originals lost.

RESCHEDULING/CANCELLATION: In the event that Client reschedules the Services or cancels this Agreement by any means and for any reason prior to Company commencing to provide the Services, Client agrees that the Security Deposit will be owed to Company as liquidated damages, unless Company is able to schedule other media production services for the Production Date, in which event Client shall pay to Company a processing fee of \$150.00. Client shall also be responsible for any labor or materials charges incurred by Company up to the time of cancellation. In addition, invoices and quotes provided are acceptable up to 30 days from date of invoice.

ENTIRE AGREEMENT: This Agreement contains the entire understanding between Company and Client. This Agreement supersedes all prior and contemporaneous agreements, proposals and communications between the parties. This Agreement may be modified only by writings duly signed by authorized representatives of both parties. A party may waive any provision of this Agreement if done so in writing and signed by an authorized representative of said party. A party's waiver of any provision of this Agreement does not constitute a waiver of any other provision contained herein.

INDEPENDENT CONTRACTOR: It is understood that Company's status under this Agreement is that of an independent contractor and that all persons engaged by Company in performing its obligations shall not be deemed employees of Client.

PUBLICITY GUIDELINES: Until notified in writing by Client, Company has a revocable license to use finished media(s) for promotional purposes.

APPLICABLE LAW: This Agreement shall be interpreted and governed by the local laws of the jurisdiction where the Company office authorizing this Agreement is located.