

# Sparkworks Media

2400 Airport Way S. #100, Seattle, WA 98134

## Terms and Conditions

Client's tapes or other materials are received, processed, and stored by Sparkworks Media, LLC solely at Client's risk. For loss or damage to Client from defects in Sparkworks Media supplied material, equipment, and/or negligence of Sparkworks personnel, Sparkworks will perform the services again without charge. But all damages consequential or otherwise (including, without limitation, lost profits) are expressly assumed by Client. Sparkworks shall not be held liable or responsible for loss, damage, destruction of tapes or any property, for delay, for acts or omissions by our personnel, or for equipment failure for any reason. Client is responsible for insurance of masters, dub masters or camera originals, equipment, or other materials at or left with Sparkworks. Vault Storage is available at additional cost. Materials archived with Sparkworks at Client's risk may be destroyed after 3 years.

Client warrants that all materials supplied to Sparkworks by the Client do not in any way defame, violate, or infringe on copyright or any other rights of any other person, firm or corporation. Client is responsible for any copyright clearances, clearances for talent, locations, and production materials that are supplied to Sparkworks by the Client for use in the creation of the project, including, but not limited to, stock footage, music, and photographs. Client agrees to indemnify and hold Sparkworks, its officers, directors, agents, and employees harmless from any liability or damages for infringement of copyright arising from the use or duplication of material supplied by the customer and agrees to pay all legal fees.

Rates are based on regular working hours of 8am to 5pm Monday through Friday. Editing rates are charged in quarter hour increments, 1/2-hour minimum charge. For production, all rates are based on 10 hour days, portal to portal. Overtime is charged at 1.5 times the hourly rate for the first two hours and double time after 12 hours. Half day rates are 65% of the full day rate for projects under 5 hours. Half day shoots that run over 5 hours will be billed for the full day rate. Items not provided by the Client including media, meals, parking, expenses, travel, mileage (outside the greater Seattle metropolitan area), props, and extra equipment will be billed separately. Proper notice of cancellation is required 24 hours in advance. Notice given later than 24 hours may be billed at 1/4 of the time scheduled.

Standard payment terms are net 30 days. For invoices that are past 60 days, a 1% fee will be added to unpaid balances. Unless credit is approved, advance payment is required. All rates are subject to change without notice. Rush charges may apply.

Our prices and services are based on delivery of materials at our place of business. For delivery anywhere else, we will ship at your direction adding applicable shipping fees plus the cost of packaging and handling materials. We will add any applicable taxes to all invoices. If we are messengering materials in city and no time line for delivery is specified, 4 hours will be the default.