

Terms of Business

CONSULTATION

A no charge pre-production meeting is recommended to ensure a high quality, cost effective production. Productions must meet broadcast quality standards, policies and federal, state and local statutes. The rate card is published for the convenience of clients and agencies, and is not an offer or guarantee of facilities. BluMars Media reserves the right to refuse service to any customer. BluMars Media reserves the right to rescind any offer of production services at any time, for any reason.

PRICES

Prices to be charged shall be the prices in effect at the date of booking. Prices are subject to change without notice. Shipping to and from BluMars Media shall be at the customers risk and expense. All applicable local, state, federal, and other taxes shall be added to BluMars Media prices.

CANCELLATIONS

If a session is canceled with less than 24 hours notice, 50% of the rate for scheduled facilities will be charged, unless BluMars Media is able to resell the time. If cancellation notice is given more than 24 hours before scheduled time, but less than 48 hours, 25% of the rate for scheduled time will be charged, unless BluMars Media is able to resell the time. Weekend cancellations must be made by 5pm the previous Thursday to avoid charges.

OVERTIME RATES

Sessions continuing past 6pm may be assessed an additional \$40 per hour to cover editor overtime. Sessions on the weekends, weekday sessions beginning after 5pm, or sessions requiring an editor to make a special trip in, may require a four hour minimum charge and be subject to an additional \$40 per hour.

SPEC RATE

Some speculative editing by a producer to compete for work is available at a reduced rate of 25% off the normal room rate. This rate is offered with the expected benefit to BluMars Media that if the producer gets the job, he will edit the program at BluMars Media at normal rates. Spec editing includes directors cuts of already produced material, demos for actors seeking roles in programs, and short demos (5 min. or less) of speculative programming. Longer length pilots and other kinds of speculative edits are not included. This rate is for video editing only and does not include any other services offered by BluMars Media. Scheduled sessions may be bumped by clients paying full rates.

MINIMUMS

All facilities will be billed 1 hour minimum, and in 1/4 hour increments thereafter, unless otherwise indicated. All weekend sessions are charged a four hour minimum. Overtime rates may apply.

UNUSED BOOKED TIME

The unused portion of a booked session will be billed at the discretion of BluMars Media.

TERMS OF PAYMENT

Accounts without approved credit must pay 50% of balance in the form of certified check or money order before production services are rendered and balance COD. Personal checks allow 10 days to clear. Credit customers agree to pay BluMars Media for all services performed within 30 days of invoice date. Interest at the maximum rate allowed by law will be charged on all accounts not paid within 30 days unless previous arrangements have been made. All collection fees and expenses associated with the maintenance of delinquent invoices are the responsibility of the signer.

OWNERSHIP OF ELEMENTS

Customer warrants that it has the legal right to possession and use of all elements delivered to BluMars Media and agrees to hold BluMars Media harmless from all liability arising there from and further agrees to defend BluMars Media, at customers expense, and upon BluMars Media's written request, from any action or proceedings arising from such liability.

LIENS

BluMars Media shall have a lien on all, tapes and other property delivered by customer to BluMars Media and / or made by BluMars Media there from for the balance of any account due BluMars Media by the customer, including collection and attorneys fees.

SHIPPING AND HANDLING

If BluMars Media provides shipping and handling services for Customer is materials, nominal surcharges will apply. Shipping and delivery dates are approximate.

LIMITATION OF LIABILITY AND LIMITATION OF WARRANTY

It is understood and agreed that Customer materials are transported, received, processed, used and stored at Customers risk and BluMars Media shall not be liable for any lost profits or other damages caused by loss, damage or destruction of any materials belonging to customer, (or any other party), while in transit or in the possession of BluMars Media. If materials furnished by BluMars Media are found to be defective in manufacture, BluMars Media shall replace such materials with similar quantity of raw stock or blank tape. Except for such replacement, BluMars Media shall have no further liability in connection with such defective material. BluMars Media shall not be liable for any loss, damage or delay when client supplies either raw or coded or edited video tape stock for any session or dubbing.

PRODUCTION CREWS

BluMars Media provided crews work a 10 hour day, portal to portal. Overtime is charged at the following rates: Hours 11 & 12 are at time and a half our crew members hourly rate (day rate / 10). Over 12 hours are charged at double the crew members hourly rate. Production desiring travel time to be billed as straight time will automatically be billed as an eight hour production day on location on location with overtime being billed the following rates: Production crews with a call time prior to 6am. will start at time and a half until they reach 6am. Productions within a twenty mile radius of BluMars Media are not billed for mileage; otherwise, mileage is charged at a rate of .35c/mile, with the first 40 miles free. For more information, call B M Media @ 412-630-4330 or send e-mail to info@blumars.com.

COST OVERRUNS

BluMars Media will submit a completed Overage Form to the client *prior* to performing any work that requires any additional funds beyond the original agreement. This form must be signed by the client whose signature resides on the original agreement. Any changes to the project will require a Change Form

Client Signature _____ Date _____

Studio Signature _____ Date _____