



SHOOT CANCELLATION POLICY

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If a client cancels or postpones a shoot 2 business days before the crew call time, the Client is responsible for paying 50% of the total cost of the shoot plus any applicable bank or credit card charges.

If a client cancels or postpones a shoot within 1 business day of the crew call time, the Client is responsible for paying 100% of the total cost of the shoot, plus any applicable bank or credit card charges, and no refunds will be issued.

The client must provide written notification of any cancellations or postponements.

CANCELLATION FEES

A cancellation fee will apply at the rate of 50% of the Full Day Rate if the shoot is cancelled within 48 hours of the pre-agreed call time. A cancellation fee of 100% of the Full Day Rate will apply if the shoot is cancelled within a 24 hour period from the agreed upon call time. These cancellation times are to be measured by standard business days, excluding weekends and public holidays.

PROJECT CANCELLATION POLICY

If for any reason client directs MINDED to stop work on a project, the Client must provide written notification. The client agrees to pay for all services provided and costs incurred to the date of written notice. In no case will the fee paid to MINDED be less than that of the deposit.

The total liability of either party to the other party under this agreement (other than a payment obligation for use of the services), from all causes of action and under all theories of liability will be, limited to the fees actually received by the company under this agreement during the twelve (12) months prior to the date of the event giving rise to the liability. Neither the company (or any of its suppliers or licensors) nor client will be liable for any indirect, incidental, special or consequential damages, including, without limitation, lost profits, loss of use, loss of data or goodwill, arising from the use of the services or the purchase of any service therefrom, even if the company has been advised of the possibility of such damages. Even if the company and/or client are aware of the possibility of such damages, the parties acknowledge and agree that this limitation of liability is an essential element of the basis of the bargain between the parties.

PRODUCTION CANCELLATION AND OVERTIME TERMS AND CONDITIONS

This agreement formulates established work practices and etiquette of the industry and by which the above production company operates.

BOOKING POLICY

Once a shoot is confirmed by both parties and dates, call times, and fees are agreed upon via e-mail, the date will be considered booked. If a shoot is booked verbally, it must be then followed up with an e-mail from the production company giving confirmation of dates/times and fees agreed upon and re-confirmed via e-mail by MINDED.

FORCE MAJEUR CANCELLATIONS

"Force Majeur" means superior force. Such forces could include fire, earth quakes, labor strikes, war, civil unrest, tsunamis, or hurricanes. Force Majeur Cancellations DO NOT apply to rain, potential rain, fog, heat, or other usual weather occurrences. Due to a Force Majeur, either party may cancel a shoot without cancellation fee or without standard notice without threat of legal ramifications.

However, reimbursement of any production rental equipment, travel expenses already made, etc., will still be owed by production company even in case of Force Majeur cancellation.

STANDARD PRODUCTION WORKDAY/OVERTIME

Standard production workday is up to 11 hours including a one hour meal break. An additional meal break is required after the 11th hour. Work performed over 11 hours will be billed at one and one half hours of the of the hourly

Standard production workday Day Rate for production team, technicians, crew and artist will typically begin at the call time on location.

