

## Standard Terms of Service

v.2.0, updated Feb. 7<sup>th</sup>, 2011

These terms apply to all quotations and sales of goods and/or services by Basetwo Media to any purchaser or potential purchaser ("Client"). If the parties have entered into a separate written contract, these provisions shall additionally apply to purchases under the separate agreement to the extent they are not inconsistent with the terms of the separate agreement.

### Quotations

Quotations are subject to amendment by Basetwo Media at any time prior to the signing of an agreement with the Client. Estimates are for planning and budgeting purposes only. Basetwo Media shall strive to work within stated budgets, but is not liable if expenses exceed estimates as a result of changes to the project's parameters by the Client.

The Client's approval shall be obtained for any increase in fees or expenses that exceed 10% above that to which the Client has agreed. Fees and expenses that are orally authorized shall be invoiced and paid for by the Client.

### Conditions of Engagement

A signed quotation, agreement or other written contract is required prior to the provision of any service. The Client and Basetwo Media each represent that they have full power and authority to enter into this agreement and that it is binding and enforceable in accordance with its terms.

### Term of Payment

For daily bookings of crew, equipment and studio rentals, a deposit of roughly 50% of the estimated costs will be required, the balance payable upon completion. For larger projects, a payment of roughly 33% of the estimated costs is required in advance.

Invoices will be issued monthly for services rendered and costs incurred to date, and a final invoice issued upon completion of the project. Invoices are payable within fifteen (15) days of receipt, with a service charge of 2% compounded monthly on any overdue balances.

If any major expenses will need to be incurred during a project, the Client shall be notified and asked to advance Basetwo Media a minimum of 50% of said expense. All related outside costs incurred during the project will be subject to a 'mark-up' for carrying these costs of 15%.

Please note that for international clients, payment in full for all estimated costs is required in advance. The balance of any additional costs incurred will be due upon receipt, as no terms may be given to international clients.

### Daily Rates, Overtime and Travel

Daily rates for crew are based on a 10-hour day, 'portal-to-portal' from our office. Overtime is billed at 1.5x hourly rate after 10 hours, and 2x after 12 hours. Any half-day booking which exceeds 5-hours will first default to a 10-hour day rate before hourly overtime is charged.

Daily rates for studio rentals include all time required for unloading and setup/strike of equipment.



If travel is needed 15 km or more from our office, travel expenses will be billed at a rate of \$0.50 per additional km for each vehicle required.

### **Cancellation of Orders**

Cancellations must be received and accepted by Basetwo Media in writing. Upon cancellation the Client may be required to pay the sales value of any goods and work completed, the value of items or materials bought by Basetwo Media which cannot reasonably be used elsewhere, and any other costs and liabilities which Basetwo Media incurs by reason of Client's cancellation.

A minimum of 24-hours notice must be given for the cancellation of any crew and equipment, and 72-hours notice for studio rentals. If less notice has been given, the Client may be required to pay a 50% cancellation fee.

### **Copyright and Ownership**

The Client guarantees and warrants that any materials provided to Basetwo Media for inclusion in the project are owned by the Client or that the Client has all necessary rights, including copyright and waiver of moral rights, to use these materials.

All services provided and materials created in the course of this project by Basetwo Media shall be for the exclusive use and benefit of the Client, other than for promotional use of Basetwo Media. Basetwo Media shall retain title to all intellectual property rights and materials until it has received payment in full of all sums owing in connection with the supply of all goods and services to Client at any time. Upon receipt of payment in full, the Client shall obtain full ownership of all drafts, raw footage and final work product.

### **Storage and Access**

Basetwo Media shall retain and store all electronic files for a minimum period of 30-days after completion of the project. Upon expiration of this period, all such materials may be destroyed by Basetwo Media and/or removed from our online servers without notice to the Client. The Client may choose to have the project archived on a shared or dedicated storage device, for a one-time fee which is calculated per gigabyte of required storage.

Basetwo Media is not responsible for information or materials lost or destroyed due to disk failure or other unforeseeable hazards. The Client shall have reasonable access to all stored materials for the purpose of review, and shall pay Basetwo Media a reasonable fee for de-archiving or retrieving materials, should expenses be incurred.

### **Confidential Information**

The Client and Basetwo Media shall not, without prior written consent, disclose to any third party any secret or confidential information supplied by the other party. Client shall not copy or reproduce documents, specifications, or other written material supplied by Basetwo Media in connection with the goods or services or any part thereof.

### **Insurance**

Under certain circumstances, proof may be required of general liability and/or renter's insurance and for Basetwo Media to be named as additionally insured on the policy. In these cases, the client will be held liable in case of any damage to the facilities or equipment.



## **Liability**

Basetwo Media is not responsible for errors or omissions in any work produced as per the Client's approval. No financial responsibility is assumed by Basetwo Media for errors or damages resulting from such errors.

The Client will indemnify, defend, and save harmless Basetwo Media against any claim, damages and expense, actions or causes of action arising from or prompted by the use of any material supplied to Basetwo Media by the Client or its agents.

All property belonging to the Client or its agents which is handled and stored by Basetwo Media shall be done so at the Client's own risk.

Basetwo Media shall, without prejudice to any other provisions hereof, be entitled to cancel or rescind any contract and shall not be liable for any loss or damage if its ability to perform its obligations under the contract is in any way adversely affected by circumstances beyond Basetwo Media's control, or by commercial unfeasibility including the failure by Basetwo Media's suppliers to fulfill their obligations, the denial or cancellation of necessary permits or licenses or substantial increases in the costs of performance.

