

GrigCinema
413-537-9081
grig650@gmail.com
www.grigcinema.com



Terms and Conditions

(1) Watermarks & Revisions

- a) Developer will create a maximum of three versions or draft per image/video. The first version or draft is intended for review and feedback. Revisions will be made, and a second draft may be issued at the Buyer's request. Any and all changes to a possible second draft will then be implemented into a third and final version at which point no further revisions will be made. The first draft will not be submitted until the Developer has received at least the aforementioned portion of the consideration. A large watermark will appear on each draft until the Buyer has paid for the services rendered in full.

(2) Payment Terms

- a) 50% of the total invoice amount must be paid to book the production date(s). The other 50% will be due upon delivery of the final product (video/image/content).
 - i. Unless otherwise stated by the filmmaker
 - ii. Weddings: 50% to book the date, 50% 2 weeks prior of date
- b) Payments can be received by Stripe (credit card merchant, additional 2.9% fee will apply to cover merchant fees), Venmo, Cashapp, Zelle, Personal checks, or cash. There are no refunds.

(3) Time (Extra Days)/ Locations

- a) The dates set below for filming are included with the price quoted by the professional (GrigCinema/Eric Grigoryan). Any additional days will be charged the full day rate of 8 hours.
- b) For any additional locations there will result a minimum of a \$100 fee.
- c) Extra time rates are \$200/h and begin after a 15min lee-way after the agreed upon filming hours are over.

(4) Content Restrictions

- a) To respect and uphold our company core values and beliefs at GrigCinema, we will not be filming anything related to the following: nudity, pornography, alcohol, consumption of alcohol, profanity, violence, sexual activity, consumption of drugs, illegal weapons, smoking, vaping, recreational marijuana, explicit/dirty dancing, adult clubs, or any illegal activities.

(5) Drone

- a) The usage of a drone will be used only in permitted areas. If a drone is in a no-fly zone, then we will not take off in accordance with the FAA rules and guidelines.
- b) If a request is made to fly higher than 400ft, we would need to know 1 month prior and an extra processing fee of \$100 will occur.
- c) If the weather conditions are not suitable for safely operating an sUAS (drone), we will not be able to take off.
- d) We are fully licensed to operate commercial sUAS (drones) that weigh up to 50lbs.

(6) Delivery of Video Content

- a) The Developer will deliver to the Video file to the client, unless otherwise instructed, via cloud services such as Microsoft One Drive, Google Drive, Dropbox, or via YouTube link. Any other form of delivery such as shipping a hard drive or solid-state drive, will result in additional fees. The video file will be delivered in an .mp4 format at 24fps and a resolution of 1920 x 1080.
- b) Any requests for a file resolution more than 1920x1080 must be made before production starts. Additional charges will apply for a 4K delivery.

(7) Arbitration

- a) All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Hampden County in the state of Massachusetts for an amount not to exceed the value of this agreement. An award of arbitration may be confirmed in a court of competent jurisdiction.

(8) The Vortex

- a) Payments for any Vortex Program Projects will have to be made in advance of any project or shoot. An invoice will be made out and emailed at the beginning of each month.
- b) Failure to commit to a contract once it has been signed will result in an adjustment fee. For example, if we sign the 12-month contract and you cancel after 6 months, then the fee would reflect the difference between the 6-month prices (\$1,350/m) and 12-month prices (\$999/m) [If we did the math the difference to be paid would be \$2,106 plus adjustments to any G-Raw footage and any bonuses used will result in a full charge]

(9) Content Ownership

- a) I/we Eric Grigoryan and GrigCinema have the full rights and license to full ownership of the Raw files, video, pictures, audio, sound, footage, content captured on set. Raw footage will NOT be given and/or delivered with the final product. The final product will be delivered as an edited version of the video, unless the client explicitly clarify that they want the RAW footage before-hand via email. If the Raw content is requested after filming, Eric Grigoryan and/or GrigCinema have the full right to refuse to deliver the RAW footage as it is not an accurate representation of our work or brand. Editing is a key part of our process and we/I/Eric Grigoryan/GrigCinema are not willing to release an unfinished product unless an email is sent out to us beforehand.
- b) The only way for a client to receive RAW footage is in a *G-RAW format...
- c) *G-RAW: we meticulously analyze the raw footage, refine each clip, edit, color-grade, stabilize, and deliver individually rendered segments for unrestricted commercial use. The cost to obtain G-Raw files is an additional 50% of the project cost.
- d) G-Raw (graded raw) files will be shared in FHD and exported with a h.265 .mov codec.
- e) Delivery of the raw files will be shared via Microsoft OneDrive unless otherwise requested. Additional costs may occur if a physical drive is requested.

- f) Any trademarked or copyrighted material that may make an appearance in the raw footage must either be blurred or you/the client, must get written permission from the owner of the trademark or copyright. By signing this contract, you agree to hold us free from any potential lawsuits/disputes that happened as a result of unlawful use of copyrighted or trademarked material.

(10) Invoices

- a) This document will be sent out via email and/or printed out by paper and given in person, whichever is faster. It will include the quote given by the professional and will be due 30 days upon receipt. If the film date is within the 30-day period, the payment will be due 7 days prior to the first day of shooting (filming/production).

(11) General

- a) This Agreement represents the parties' entire understanding with respect to the Video and supersedes any prior agreements or discussions, written or oral regarding same.
- b) The signature under this agreement testifies as the companies full and complete understanding of the terms and conditions listed for the current project and any other projects to be done in the future.
- c) We (the company, I, Eric Grigoryan, GrigCinema, Developer) have the right to rescind any signed contract that violates our company values, beliefs, and terms upon closer inspection at any time.
- d) If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.
- e) If the signee/company/individual we are in touch with fails to communicate after the contract has been signed by the company representative, 365 days are given from the date signed below until the contract is determined void and no refunds will be established.

Project:

Production Date(s):

Number of Shooting Locations:

Number of Days Filming:

Additional Requests by Client:

Additional Notes:

Consideration:

Name(s) of Client/Organization

Signature of Client(s)/Organization

Date Signed
