



EDITORIAL DEAL MEMO

_____ referred to as the "Customer or Producer", agrees to purchase editorial and creative services and materials as specified below from **AVPfilms LLC, Tony Pfau** referred to as the **EDITOR** based upon the following terms and conditions;

Description / Dates

Firm Booking- Booked Time:

_____ to _____

Prepaid Amount_____.

(all booked time is billable, additional time necessary to complete billed as used)

Deliverables: Project file and trimmed project with media on client provided "thunderbolt" compatible hard drive.

Project Specifics:

Editor works on:

___ approved customer provided system

___ editor provided system

___ both

Platform: Editor will be using one or all of the following:

MAC / Adobe Premiere CS6 / AfterEffects MAC/FCPX

Media Type:

Delivery Specs:

*Customer hereby advised that editor does NOT work on AVID or PC, material provided that is from PC may require extra time to convert, or in some cases in in-accessible and customer may need to outsource to provide usable media.

Rate for Editorial:

Standard Rate: \$750.00 Per 10 hour day, including 1 hour prep and 1 hour wrap up/maintenance. Changes billed in ½ day increments.

A day is 8 hours of editorial work, 2 hours of prep and backup within a 24 hour period. A week shall consist of 5 days, 40 hours of editing and 10 hours of maintenance, backups etc.

Editing with Production Services: \$850 per day will apply for editorial & if editor agrees to provide producer type services, research and obtaining media that would typically be done by a producer or production company.

Standard Rate Weekly Prepay Rate: \$3375.00 Weekly rate for bookings of 1 week or more requires 1 week prepayment, then billed weekly thereafter with a 7 day due date on weekly billings.

Overtime – If editor is not on a flat deal, overtime shall apply at 1.5x daily rate divided by 10 for hours beyond 10 hours in one 24

hour period. Last minute or rush time where other work must be postponed, may be billed at overtime rate.

Additional Charges: The following additional charges may apply to some projects.

- Plug-ins requested -stock footage as used.
- Outsourcing for specialized services such as: final color correction, animation, rotoscoping or special equipment as may be required.
- Additional Equipment or layback services may be necessary for RED, HDCAM workflow or delivery.
- NOTE: 4k & 5k RED footage and other codecs of that type (i.e. uncompressed, 4444 etc) may require rental of appropriate components (Red Rocket Card) to work with be transcoded to proxy work files.
- Any & All editor paid costs subject to 20% handling fee.
- For FCPX projects- additional time may be need to conform for other services such as "Baselight" or for archiving in another application.

Editor will attempt to advise customer of additional charges in advance, but, due to the nature of the process, some charges or needs are not revealed until in the edit is underway.

Flat Rate Renegotiation:

If the parties have entered into a flat rate agreement, the following shall apply.

Editor reserves right to repeal flat rate if the material subsequently provided is shown to have too many problems. These problems have to do with media being provided that is not up professional standards or requires excessive amounts of time to correct sound, picture, varied codecs etc., or excessive and unreasonable changes, disorganization that drastically increases the amount of time the editor must spend to accommodate, editor shall give customer option to continue with billing on standard terms, or cancel this agreement.

If this agreement is canceled due to the above, editor shall be paid for the time spent through the cancellation on day rate terms and upon payment, all material and work created to date of cancellation delivered to the customer.

Editor shall notify customer of the problems upon discovery and cease any work until a decision to continue or abort is made.

Customer / Producer Provides:

Script, storyboards, transcriptions, all visual elements in format necessary for editing, audio mix, music scores, Photoshop, illustrator high res files on a Thunderbolt or Firewire 800 Mac formatted hard drive and:

Customer will furnish a Liaison representative who will have full power to act for the customer, Including full authority to give approvals and authorize payment to Editor binding upon the customer as requested by Editor at various stages during the course of development. The official Liaison is

Requests made directly to editor via customer's client or customer shall be binding upon above named customer.

Unless previously agreed, editor shall NOT be required to provide producer/ production services to research stock footage, produce or coordinate shooting operations, estimate talent / licensing payment and usage or produce other elements necessary for edit.

Use for Demo & Project Clone: Unlimited and irrevocable license use for editor demonstration / reel is hereby granted for any work edited. Regarding SAG/Aftra licensing, those clips will be used, but not available to public on world wide web, only accessible by users issued login and password to view.

Permission is granted for editor to make and maintain a clone of the entire project file and media at editor's discretion.

Editor shall not reuse, sell, distribute any customer provide media and agrees to keep any copies secure on editor owned local hard drives at all times.

Customer owned systems: If editor determines customer owned system is not suitable to complete work necessary, editor shall not be required to work on such and project shall be done on editor's system.

The following are considered part of normal editorial services:

- Editing video from storyboards, provided footage, scripts, or themes,
- Making revisions as requested by producer or producer's client
- Conforming video for other finishing processing -color, sound.
- Laying in built animation sequences from different sources.
- Conforming digital media from different codecs for use
- Ingesting existing media
- Basic compositing
- Ingesting customer provided media
- Suitable audio mix as available within editing software.

The following are NOT considered normal editorial services and may require outsourced services to complete:

- Color Correction
- Graphics Design & Animaitons
- Audio Sweetening-Final Mix
- Managing music, stock footage licensing, talent fees etc.
- Animation, logo design, Artwork Design
- Production Services
- Rotoscoping - Advanced compositing requiring NUKE or other proprietary systems, 3d or complex VFX work requiring hardware outside of the scope of normal video editing.
- Final Color Grading
- Dubs/ Dubbing/ Web compression transcoding or programming

Prep: Additional prep time to help coordinate production, research processes and test are billed hourly or in ½ day increments as outlined on attached job/rate sheet.

The first day of any project is for editor prep and organizing

Technology/ compatibility. Customer is advised that video technology changes almost daily, many released before they've been debugged. These changes can affect workflow and time.

Billing- Payment:

Billing is done in advance per booking then additional fees invoiced weekly. Payments are due within 14 calendar days of the invoice date. For longer projects invoice date will be the date when the work started.

Delivery of final masters, project archive may be held until after final payment received.

Any or all flat rates, discount rates will be void if customer becomes past due, resulting in a new invoice recalculated at standard rates for editing, services, and markup. 30 day net will only be available for projects billed at the standard rate, overtime, and markup. Accounts are turned over to an attorney, or sold to collection agency, for collection if the account becomes 30 days past due.

Collection: Attorney Collection fees. Should the balance due not be paid as agreed, or account becomes past due, customer shall pay all legal fees associated with the collection of outstanding balances.

Non Disclosure: Editor agrees in advance to treat all information and work done for this project, while in production, as confidential. Editor reserves right to reference customer as a work reference and will credit customer when demos of work done are shown to others by producer.

Additional Provisions:

This order and agreement is cancelable only by mutual and satisfactory agreement by both parties, immediate payment to editor for work done through that date, and sets forth the entire agreement between parties. All prior negotiations and understandings are merged herein and no change hereof or addition hereto shall be of any effect unless in writing and signed by both parties.

Agreed:

By _____

Company / Title

Date