

Magnus Media Group Terms + Conditions

www.magnusmediausa.com | info@magnusmediausa.com | (469) 252-9938

The following are the standard Terms + Conditions agreement for MAGNUS MEDIA GROUP (MMG) Video Production, Photography, Entertainment and Media services and is subject to change upon mutual agreement by both parties.

Contract and payment terms - All Services:

1) A firm and binding contract exists between MAGNUS MEDIA GROUP and client only after this contract has been properly validated by a signature by both parties and payment, or payment only by client for services. All fees must be paid at least 5 days prior to event unless special exceptions are made and agreed upon by both parties. This validated agreement supersedes and replaces any previous document, correspondence, conversation, or other written and/or oral understanding.

If any portion of this agreement should be determined to be invalid, it is agreed that the invalidity of such portion shall not affect the validity of the remaining portions of this agreement.

2) A retainer must be paid at the time of booking with the balance due and payable 5 days prior to the event date. This initial retainer (payment) is made to secure the date and times for MMG services. It is the client's guarantee that MMG will provide services for the clients' event date. Should the client not pay the balance at least 5 days prior to event and no special exceptions were made and agreed upon by both parties, client retainer will be kept by MMG and will be under no further obligation to client.

The contract is for services on the exact date and times specified. If the event date is cancelled by client, any and all advanced payments made to MAGNUS MEDIA GROUP will be forfeited.

Client authorizes Magnus Media Group to charge clients' credit card if on file for any unpaid balances owed to Magnus Media Group.

3) Terms and conditions will be posted on the Magnus Media Group website; it is the clients' responsibility to review MMG terms and conditions before validating any contract with MMG. When client validates contract by signature and payment or payment alone, client has accepted all of MMG's Terms and Conditions. Client is responsible to obtain all necessary permits, licensing and releases.

4) The client will provide parking for MAGNUS MEDIA GROUP vehicles as close to the event as possible. Any fines incurred due to parking difficulties are to be paid by the client.

5) MAGNUS MEDIA GROUP liability is limited to refund of money paid for services. In the unlikely event that a problem arises whether due to lateness, no show, accident, neglect, human error, loss of materials, acts of God, equipment or other failures and MMG is unable to provide any services, all payments made will be refunded.

6) The client promises to pay entire balance of contract for services by the due date stated on the contract. If payment is not made a late charge of fifty dollars (\$50) as liquidated damages, and not as a penalty, will be added to the balance and will accrue every seven (7) calendar days until contract is paid in full.

The Client also agrees to pay interest on unpaid balance at a rate of eighteen percent (18%) per annum. The client also agrees to bear all costs of any collection and/or legal fees or expenses incurred as a result of delinquency and/or default, whether or not suit is filed against the client.

7) The client hereby assumes and shall bear the entire risk of any loss, damage and/or injury to any Magnus Media Group equipment and/or personnel, Risk includes only component damage due to the operational misuse, negligence or abuse by any person or persons other than those in the employ or under the direct control of Magnus Media Group. The client furthermore agrees that any period of time lapsed between such loss or damage will be charged against the client at the normal and competitive rental rates of such equipment. The client assumes responsibility for all music licensing fees and/or performers releases necessary, should there be any. Any amendments or changes to this contract must be in writing and signed by a Magnus Media Group representative as well as the client.

Video Production Services:

8) MAGNUS MEDIA GROUP is the priority videographer and will have first choice of video camera locations. Other videographers may not use lights or wireless microphones without consent of MMG, nor may they interfere with or have their cameras in view of MMG camera(s). Client agrees not to make changes in agreed upon camera locations, lighting or audio without the consent of MMG.

9) Client will provide meals in the main room for MMG staff as determined by the work order. Client will also allow a minimum of 20 minutes for MMG staff to complete meals.

10) The attending videographer reserves the right to discontinue videotaping in any situation that would put either the safety of the videographer or the equipment at risk.

11) The client may NOT duplicate any MAGNUS MEDIA GROUP video. Client may use tape or DVD for home and personal use only. Any other use of any MMG video must have the express written consent of MAGNUS MEDIA GROUP. All MAGNUS MEDIA GROUP video remains the property of MAGNUS MEDIA GROUP and may be recalled at anytime. Client may purchase video rights for the amount determined by MMG. Client contract validation authorizes MMG to tape all elements of event and gives consent for MMG to use any video it takes for promotional purposes. Client is responsible to obtain all necessary permits, licensing and releases.

12) MAGNUS MEDIA GROUP is granted full production and editorial control by client regarding all aspects of the production and post-production services for this event. In the case a particular segment of the event is either not recorded, partially recorded, or not a part of the edited master tape, it is at the sole discretion of MMG as the exclusive producer of the event video recording. If something occurred at the event that the client does not want to appear on the videotape, client must instruct MMG in writing before editing begins. If client wants additional editing done after video has been edited by MMG, client will be charged for re-editing at the rate of \$125.00 per hour. MAGNUS MEDIA GROUP reserves the exclusive right to edit all videotape.

13) MAGNUS MEDIA GROUP liability is limited to refund of money paid for video production. In the unlikely event that a problem arises whether due to lateness, no show, accident, neglect, human error, loss of materials, acts of God, equipment or other failures and MMG is unable to provide any videotape, all payments made will be refunded. MMG is not responsible for loss of video or audio quality due to restrictions at event locations. Due to the nature of live events, MMG cannot guarantee content or quality of the video recorded at live events.

Photography Services:

14) MAGNUS MEDIA GROUP is the priority photographer and will have first choice of camera locations. Other photographers may not use MMG lights without consent of MMG, nor may they interfere with or have their cameras in view of MMG camera(s). Client agrees not to make changes in agreed upon camera locations, background or lighting without the consent of MMG.

15) The attending photographer reserves the right to discontinue photography in any situation that would put either the safety of the photographer or the equipment at risk.

16) The client may NOT duplicate any MAGNUS MEDIA GROUP photograph. Client may use for personal use only. Any other use of any MMG photograph must have the express written consent of MAGNUS MEDIA GROUP. All MAGNUS MEDIA GROUP Photographs remains the property of MAGNUS MEDIA GROUP and may be recalled at anytime. Client may purchase photography rights for the amount determined by MMG. Client contract validation authorizes MMG to photograph all elements of event and gives consent for MMG to use any photograph it takes for promotional purposes. Client is responsible to obtain all necessary permits, licensing and releases.

Media Services:

Media Services - Includes all services and products produced by MMG for any and all services provided by MMG. MAGNUS MEDIA GROUP is a content creator and as such owns all rights to any media services provided to clients. Rights may be purchased. In the event rights are purchased, a validated written release will be issued. Magnus Media Group all rights reserved.

Contract ID: _____

Client: _____

Date: _____

Magnus Media Group: _____

Date: _____