



## **PROJECT COMMISSION TERMS AND CONDITIONS**

### **1) GENERAL COMMISSION CONTRACT SPECIFICATIONS**

1a) Upon initial contact, a meeting will be held between Chocolate Scorpion Productions and the client, where all parameters of the project will be discussed in detail.

1b) After the initial development meeting and in a timely manner, Chocolate Scorpion Productions will produce a financial quote, production and completion timeframe with which to use as a guideline for all parties concerned.

1c) Chocolate Scorpion Productions will complete all tasks necessary and requested by the client, in the quest for a perfect product, in the timeframe given, allowing for any and all technical, mechanical, legal issues out of their control, or any other undefined, unforeseeable and extraneous circumstances, including the inability of the client and any other third parties, to provide any information needed to complete project in a timely manner.

1d) Upon completion of the project under the pre-arranged parameters, a second meeting with the client will be held to sign off on the final product.

1e) If the client has any new specifications during any stage of the production, the client will notify Chocolate Scorpion Productions of those changes immediately, by e-mail or phone, in which Chocolate Scorpion Productions will re-evaluate the original quote to include these new instructions and the work involved to complete them.

1f) Upon completion of the required product, befitting all original specifications by the client, if the client decides that there are any changes to be made, Chocolate Scorpion Productions will be more than happy to make them, at an additional fee to be decided on based on the extra work involved to complete them, and once payment in full has been received for the project, based on the original specifications.

### **2) FINANCIAL CONTRACTUAL OBLIGATIONS**

2a) Upon the commission agreement, a non-refundable 10% deposit of the original, total fee is requested for payment.

2b) Between the completion of production (filming) and the start of the post production (editing) phase, 45% of the total balance due is requested for payment and the post production phase will then commence.

2c) Upon the delivery of the final product, the outstanding balance (45%) is due for payment.

2d) Upon the inspection of the final product, if the client requests that changes be made which weren't in the original specifications, then as stated above in stipulation 1f, the original outstanding balance is requested for payment, then upon delivery of the 'new' final product, the

additional fee will be due for payment.

**10% non-refundable deposit**

**45% between completion of production and start of post production phase (editing)**

**45% upon delivery of final product**

**100% of additional fees due to changes.**

### **3) EXTERNAL MATERIAL, such as commercial music, audio or movies/film/program**

3a) Any and all external material to be used within the project at the direction of the client, will incur an extra fee by Chocolate Scorpion Productions on behalf of the governing bodies to secure the external reproduction, re-broadcast and rights of the material, using suitable legal entities to do so, as well as by Chocolate Scorpion Productions itself to perform the necessary steps to obtain the above information and rights.

#### **The whole production phase will involve the following:**

##### *Pre-production*

- Initial meeting, discussing parameters, specifications, duration and platform of final product, locations/venues, points/persons of interest to film, shoot logistics, timeframe, crew and equipment required
- Location/Venue inspection
- Budget
- Quote
- Contract signed
- Invoice sent
- Deposit received

##### *Shoot Sequence*

- Introductions
- Crew and equipment – set-up and test
- Filming
- Disassemble Equipment

##### *Post production*

- Transfer and ingest of footage
- Synching up multiple camera angles
- Colour matching
- Cutting and re-arranging footage to create storyline
- Inserting title cards, lower thirds, end credits, graphics, slides, images, text, external footage, etc
- Colour correction and tweaking
- Inserting transitions, filters, fade ins/outs
- Audio track conversion for Basic post audio treatment
- Synching in treated audio tracks
- Music composition
- Music positioning and fades
- Conversion for final destination (DVD, Tv broadcast, online streaming, projector, ipad/ipod/iphone, etc)
- Inspection of project and sign off.
- Invoice raised
- Final payment received
- Delivery of project.