



# DORIN SOVAROSI VIDEOGRAPHY SERVICES

## FREELANCE SERVICES

### Terms and Conditions v.01.01.2018

You are encouraged to read these Terms and Conditions (v.01.01.2018) before working with me. It contains everything you need to know about how i operate and deliver services:

#### 1) Definitions

**A. "The Freelancer"** meaning Dorin Sovarosi.

**B. "The Client(s)"** meaning any person or group of people, business, organization or company who wishes to enter into a contract with the Freelancer for his services.

**C. "The Contract"** meaning a written mutual agreement of terms, services, estimated costs and dates that both Freelancer and Client have signed and is legally binding to both parties.

**D. "The Project"** meaning all work that will be done by the Freelancer for the Client, including but not limited to: communication, traveling, gear setup, filming, editing, handing Deliverables to Client, etc.

**E. "The Deliverables"** meaning all video, photo, design and audio elements that the Client has requested from the Freelancer and is mutually agreed upon by both parties in the Contract.

**F. "The Preview"** meaning a low-resolution and/or watermarked version of the Deliverables, intended only for review by the Client.

#### 2) Copyright and Ownership

**A.** In accordance with Canadian Copyright Law Bill C11, the Freelancer has first rights and retains all rights to the Project and Deliverables created for Client. The Project and Deliverables are licensed to the Client, not sold. Use of Deliverables by Client will be for Client's business operations and Client may not copy, reprint, re-edit, duplicate, shorten, lengthen, sell, or use any small portion of the Deliverables unless Client obtains written consent to rights and ownership from Freelancer.

**B.** The Client may obtain copyright ownership of the Deliverables produced by the Freelancer by discussing this option with the Freelancer and upon a written agreement for the transfer of ownership with an additional fee paid by the Client to the Freelancer. Copyright ownership will be effective only after the payment is received by the Freelancer from the Client.

**C.** If the Client supplies the Freelancer with content for the Project, it is assumed that the Client has obtained all necessary permissions from the legal copyright holder of the provided content. The Client agrees to fully indemnify the Freelancer in respect of any claims or damages or any costs arising in respect of claims for copyright violations made by a third party.

**D.** The Client accepts that the Freelancer reserves the right to use the content of the Project and Deliverables for Freelancer marketing, promotional, educational and editorial purposes, indefinitely and irrespective of ownership.

**E.** The Freelancer reserves the right to retain all of the Client's Deliverables and content of the Project until payment owed to the Freelancer has been paid in full. Any licenses granted by the Freelancer to the Client will also be revoked until payment has been made in full, and cleared.

### **3) Confidentiality**

**A.** The Client is responsible for notifying the Freelancer in writing of sensitive and private information contained within the Project and Deliverables, or disclosed within the Contract or throughout the communication between the Freelancer and the Client. The Freelancer will not disclose said information to any other people, businesses, organizations, companies, websites or blogs during and also after the established dates in the Contract.

**B.** The Freelancer is responsible for notifying the Client in writing of sensitive and private information contained within the Project and Deliverables, or disclosed within the Contract or throughout the communication between the Freelancer and the Client. The Client will not disclose said information to any other people, businesses, organizations, companies, websites and blogs during and also after the established dates in the Contract.

### **4) Payment and Schedule**

**A.** The Project will only begin after an advanced payment, determined by the Freelancer and specified in the Contract, is received by the Freelancer from the Client.

**B.** The Project cost estimates presented in the Contract are not the final Project cost at the

end of the Contract period, but is only a rough estimate of what the cost could be.

**C.** The Project estimated completion date presented in the Contract is not the final Project completion date, as the Project and Deliverables might be changed for small details by the Client and thus delay the Project completion, but is only a rough estimate of what the originally discussed Project completion date could be.

**D.** The final due cost of the Project depends on some variables such as, but not limited to: travel fees, tolls, parking fees, rental fees, delays and changes from the original Project, etc. The final due cost of the Project shall be delivered in the form of an invoice made by the Freelancer and given to the Client after a mutual agreement of completion of Project and services between the two parties. The Client is obligated to pay the the specified amount of money to the Freelancer within the specified amount of time. All overdue invoices shall incur a 2% interest rate per month delayed, starting from the first day after the payment due date specified on the invoice.

## **5) Termination**

**A.** The Client may terminate the Contract at any time and for any reason, by giving a written notice to the Freelancer. If the Client decides to cancel the Contract agreement, after it has been signed by both parties, the Client is obligated to pay the Freelancer in full for the estimated Project cost specified in the Contract plus any additional fees that have been accumulated throughout the Project up until the day of cancellation. The Freelancer is obligated to give the Client the Deliverables in their current state, whether completed or non-completed, unless the Client waves this obligation. If the Client wishes to have the raw unedited footage of the Project, and thus have copyright ownership over it, the Freelancer may supply it for an additional cost. The ownership and footage shall be transferred only after full Contract and copyright payments have been received by the Freelancer from the Client.

**B.** The Freelancer may terminate the Contract upon giving a written notice seven (7) days in advance to the Client. If the Freelancer decides to cancel the Contract agreement, after it has been signed by both parties, the Freelancer is obligated to give the Deliverables in their current state, whether they are completed or non-completed, to the Client upon receiving payment for half of the final and total estimated Project cost and any additional fees or charges that have accumulated throughout the Project until the day of cancellation. If the Client wishes to have the raw unedited footage of the Project, and thus have copyright ownership over it, the Freelancer may supply it for an additional cost. The ownership and footage shall be transferred only after full Contract and copyright payments have been received by the Freelancer from the Client.

## **6) Right to Refuse**

**A.** The Freelancer is not obligated to take on any Projects that he does not wish to be associated with and reserves the right to refuse such Projects by communicating their decision to the Client before mutual signing of the Contract.

## 7) Exceptional Circumstances

**A.** In the event of unforeseen events, such as but not limited to: natural disasters, fires, power outages, sickness, death in the family/company, location closures, etc., it is understandably and mutually agreed between the Client and Freelancer that no penalties shall be imposed either way for the time of the parties, thus the Project is understandably delayed. If a unique rental or fee was paid for equipment or a location for that specific day, then that cost will still be added to the final Project cost.

**B.** In the event that the Client has changed their preference on details of the Project, in comparison to the originally agreed terms in the Contract, then the Contract will continue beyond the estimated Project completion date and additional charges may apply to the Client.

## 8) Operation Procedure

**A.** The Freelancer is obligated to communicate with the Client throughout the course of the Project, and to ensure that the Client is kept informed of the progress of every stage of the Project.

**B.** The Freelancer will periodically send the Client Previews, samples of the Deliverables in progress. This can be done by the Freelancer when he deems it necessary, or by the Client when requested. Preview requests shall be accomplished by the Freelancer at the next possible opportunity, when time permits.

**C.** Unless otherwise specified, each project, that is not on an hourly pay-rate, will have a 2(two) revisions policy. This means the Client can request up to two revisions after the first preview is sent by the Freelancer. Following the two revisions, if the Client desires more changes or revisions, the Freelancer may agree to follow through with said revisions for an additional hourly pay rate for the revision process.

**D.** The Client will receive the final high quality Deliverables only after written confirmation that the Previews presented are satisfactory, the Project is declared completed by the Client, and Client agrees in writing to pay the final total amount due for the Project specified by the Freelancer in an invoice and according to the terms of the invoice.

**E.** The Client must inform the Freelancer, on the allocated space in the Contract before it is signed, of the desired format and quality of the Deliverables. The Client must be as specific as possible.

- Over 7 years of experience working freelance for companies, organizations, groups, and individuals.
- My own gear covering all the needs of a project: audio, video, lighting, greenscreen, editing and motion graphics software.
- Creative, Fun, Dynamic, Subtle, Resourceful.
- I am interested in your story! I want to get to know you and what drives your ideas forward, and incorporate that into the video project!
- Deliver high quality and professional results.
- Handle creating motion graphics, image manipulation, photo touchup, and compositing. I can take care of generally anything that your project requires!
- Frequent communication! You will be informed and updated at each stage of progress through the Project.
- You! You have the story, the product, the idea for greatness, and together we can make it become visible, real, and show it to your target audience!

## Need a Professional Videographer?

Get Dorin to film and edit your project!

CONTACT ME NOW

## PROFESSIONAL SKILLS

- Over 5 years of experience working with video and photo for companies and non-profit organizations.
- Extensive knowledge using cinema/studio/action/DSLR cameras.
- Creative, Fun, Dynamic, Subtle, Resourceful.
- Greenscreen lighting, filming and keying skills.
- Multicamera, linear and non-linear editing.
- Software i am comfortable using: Adobe Suite (Premiere Pro, After Effects, Photoshop, Audition, Encore), Audacity, OBS.
- Creative Photography: timelapse, long exposure, silhouette, macro, portrait, HDR.
- Talented Crane/Jib operator.
- Skilled in creating motion graphics, image manipulation, photo touch-up, and compositing.
- Piloted and camera controlled a DJI Inspire-1 drone.
- Experienced with RED Epic, Sony a7s, Canon C100, Canon C300 Mark II, Atomos Shogun and Atomos Shogun Inferno.
- Capable of using sliders, glidecam and other stabilizers.
- Live-streamed using Tricaster and BlackMagic ATEM 1ME 4K Switcher.

## BC Professional Videographer

### Dorin the Videographer

Proud Member of



## Tri-Cities Chamber of Commerce

### Dorin the Videographer

Proud Member of



## Contact me

Phone: 604-767-9511 (Canada)

Contact Form

## What am I up to?

Youtube:

[www.youtube.com/c/DorinTheVideographer](http://www.youtube.com/c/DorinTheVideographer)

LinkedIn:

[www.linkedin.com/in/dorinsovarosi](http://www.linkedin.com/in/dorinsovarosi)

Facebook:

<https://www.facebook.com/DorinTheVideographer>

Instagram:

<https://www.instagram.com/dorinthevideographer>

Behance:

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