

## Terms and Conditions v.14.March.2019

You are encouraged to read these Terms and Conditions (v.08.March.2019) before working with me. It contains everything you need to know about how I operate and deliver services. If you have any questions or comments, please don't hesitate to get in contact with me at [dorin.business@gmail.com](mailto:dorin.business@gmail.com)

### 1) Definitions

- A. **"The Freelancer"** meaning Dorin Sovarosi, or the person providing Videography Services.
- 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. The mutually agreed terms and services are subject up to the date of signing.
- 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.
- G. **"Project Completion"** meaning the Client approved the final Preview and has deemed the Project complete.
- H. **"Project Exhaustion"** meaning that the Project has had the agreed upon number of revisions executed and therefore the Project is completed by exhaustion of the Contract.
- I. **"Milestones"** meaning a Project work progress indicator that is clearly described in the Contract and that the Client agrees to honor in payment every time one is achieved.
- J. **"Revisions"** meaning small changes that the Client requests to be done to the Preview that do not drastically contradict or differ from the mutually agreed Contract. It is advised that Clients communicate revisions together as a whole feedback communication, and not one by one on separate communications, as they will be counted individually if done so.
- K. **"Artistic Freedom"** meaning the acceptance of the Client that the Freelancer will use their own creative and artistic taste to shape and deliver the Deliverables of the Project.

## **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 specified in the Contract 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 shared rights and shared ownership from Freelancer.

**B.** The Client may obtain shared copyright ownership of the Deliverables produced by the Freelancer by discussing this option with the Freelancer and upon a written agreement for the addition of ownership with an additional fee paid by the Client to the Freelancer. Shared 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, 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 shared right to use the content of the Project and Deliverables for Freelancer marketing, promotional, educational and editorial purposes, indefinitely.

**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. No licenses will be granted by the Freelancer to the Client 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) Cost Rates, 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 expenses, tolls, parking expenses, rental expenses, additional work besides the original agreement, 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, or in the case of Project Exhaustion as determined by the Freelancer. The Client is obligated to pay 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.
- E.** The Freelancer has the right to change his hourly rate of service or services costs. This does not apply to current ongoing and signed Projects, but specifically to future projects, or if a Client has been referred to the Freelancer under the impression of a guaranteed Project cost mentioned by anyone else other than the Freelancer.
- F.** Projects that are paid on an hourly rate basis have the total hours worked rounded up to the next complete hour. For example: if a filming session is planned to take 2 hours but takes 2 hours and 15 minutes, it shall be rounded up and invoiced as 3 hours.
- G.** Project milestones are set in place in some Projects to ensure smooth progress of the agreed Contract. Once a milestone is reached, payment will be made by the Client to the Freelancer in order to progress the Project to the next milestone and towards completion or exhaustion. The Project is on hold until the last invoice Milestone is paid in full by the Client.

## **5) Termination and Refunds**

- 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 terminate 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, (if not already collected as advance payment), plus any additional expenses that have been accumulated throughout the Project up until the day of termination. The Freelancer is obligated to give the Client the Deliverables in their current state, whether completed or uncompleted, unless the Client waves this obligation. If the Client wishes to have the raw unedited footage of the Project, and thus have shared copyright ownership over it, the Freelancer may supply it for an additional cost, if said ownership is not already specified

in the Contract. The shared 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 at any time and for any reason, by giving a written notice to the Client. In the case of a scheduled filming shoot, the Freelancer must give the written notice seven (7) days in advance to the Client. If the Freelancer decides to terminate the Contract agreement, after it has been signed by both parties and some work was already done for the Project, the Freelancer is obligated to give the Deliverables in their current state, whether they are completed or uncompleted, to the Client upon receiving payment for half of the total estimated Project cost, (if not already collected as advance payment), plus any additional expenses or charges that have accumulated throughout the Project until the day of termination. If the Client wishes to have the raw unedited footage of the Project, and thus have shared copyright ownership over it, the Freelancer may supply it for an additional cost, if said ownership is not already specified in the Contract. The ownership and footage shall be transferred only after full Contract and copyright payments have been received by the Freelancer from the Client.

**C.** In the scenario that the Client has paid the Project in full before termination and the Freelancer terminates the Project as defined in section 5)B. before Completion or Exhaustion, the Freelancer has to refund to the Client the half of the Client's payment, and Freelancer keeps the first half of the payment and invoices only for accumulated expenses or costs, if any. The Client must give the Freelancer a written confirmation of having received the refund.

**D.** In the scenario that the Client has made an advance payment, and the Contract is mutually signed by both parties, and the Freelancer terminates the Project before any work is done, then the Client gets a full refund of the advance payment.

**E.** Projects or portions of work that are charged at an hourly rate are not eligible for refunds.

**F.** If the Client refuses to pay the Freelancer for reaching Project milestones, the Project goes on hold and the Freelancer will give written notice to the Client that the milestone must be paid within seven(7) days of the emitted invoice, otherwise the Contract is considered terminated by the Client and thus section 5)A. is enforced.

**G.** If a Client refuses to pay the Freelancer any owing money, the Freelancer will give written notification to the Client that all hours spent trying to obtain the owed monies shall be accounted for and compensated by the Client, including the costs of legal actions. The Client is obligated to reimburse the Freelancer for his extra time spent chasing the Client for their non-payment of work.

**H.** Videography is an artistic industry, and as such, for Projects that allow the Freelancer to have Artistic Freedom, the Client has to accept the Deliverables as envisioned and directed by the Freelancer. The Client may not deem such Projects as dissatisfactory, they have to be taken as given. No refunds are possible for completed or exhausted Projects that give the Freelancer Artistic Freedom.

## **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.

**B.** The Freelancer has the right to terminate his contribution to a Project, even after mutual Contract signing, if one of the following circumstances occur: if undisclosed information is revealed during the Project that conflicts with Freelancer's morals or conscience; if Client is changing components or the nature of the Contract requirements and refuses to compensate for the changes; if it is revealed that the Project involves illegal material and/or practices.

## **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 expense was incurred by the Freelancer for equipment or a location reservation for that specific day, then that cost will still be added to the final Project cost, unless refunded by the third party. If such events cause the Project to be terminated, then the Freelancer and Client will discuss possibilities for resolution of termination.

**B.** In the event that the Client has drastically changed their preference on details of the Project, in comparison to the originally agreed terms in the Contract, then the Project is considered exhausted. The Contract can continue to a new completion upon a new Contract or mutual agreement of terms and payment in addition to the original Contract. Examples of drastic changes include, but are not limited to: partial or complete changing of rhythm and music; partial or complete changing or reshooting of filmed video footage; partial or complete changing of narration or script; addition of any material or footage that is beyond the original Contract agreement; time shrinkage or extension of a pre-determined video length Deliverable; requests of video, text, image, graphic or sound effects not agreed upon at the time of mutual signing of the Contract; etc.

## **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, the Contract is Exhausted and is therefore

completed, and 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.** For hourly rate Projects, 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.

**F.** In the scenario that the Videographer is incapable of attending an agreed upon event or delivering through to the end of a project, due to unforeseen circumstances, he may send a replacement or substitute qualified Videographer to cover the requirements of said agreement.

**G.** For Wedding Videography Projects, the Client is required to have decided on a musical track, that is to be used for the Project and implemented in the Deliverables, before mutual signing of Contract, unless they leave this task in the Artistic Freedom of the Freelancer and accept the resulting Deliverables as they are given.

**H.** Upon completion of a Project, Freelance will do his best to archive and maintain a copy of the Project Deliverables and any content pertaining to the Project, if possible for up to 6 months, after which the content and/or Deliverables may be deleted if space limitations require such an action.

**I.** Wedding Projects require full up-front payment in order to book the Videography services for the special event.

**J.** The Client is responsible for clearly communicating in writing to the Freelancer if there are any concerns, dissatisfactions or misunderstandings. If a Client does not communicate their reserved opinion to the Freelancer during the Contract, then the Freelancer cannot be held accountable for his services during the Contract. In the case of the Client notifying the Freelancer in writing about concerns, dissatisfactions or misunderstandings, the Client must give the Freelancer a chance to remedy the situation.

**K.** On Projects that have more than 4 consecutive hours of Videography Services in one day, the Freelancer is entitled to a one hour meal break, or if voluntarily given, a half hour provided meal break from the Client.

**L.** High Priority Projects are assumed to be in the high interest of the Client and set as high priority in their schedule. Clients are expected to dedicate time to give feedback and do their part to finalize the Project, giving precise instructions in their communication with the Freelancer in a timely manner, confirming received e-mails and setting feedback date, usually within a few days of receiving a preview link. If a Client is vague in their feedback or unsure of what revisions they want, after several days of consideration, then the Project pauses and drops to Low Priority until

the Client decides what they want, or they can decide to give the Freelancer Artistic Freedom to complete the Project, in which case the Clients accepts the Deliverables as they are given.

**M.** Low Priority Projects and hourly rate based Projects, due to their nature, must have incremental payments at pre-determined milestones throughout the Project. These milestones need to be specified in writing between the Client and Freelancer before the mutual signing of the Contract.