

# **Terms and Conditions**

Rate: Let all references below define rate as (the negotiated day rate / 10)

A production day is defined as ten (10) hours, beginning from the contracted call time. All time is recorded in 1-hour increments. All days are billed as a full day (unless agreed upon in writing prior to the contracted dates). Equipment prep days are billed at full day rates. Any meal, either walk-away or client provided is considered on the clock and included in the 10 hours.

Per Diem will be billed at \$75/day for the continental US, including all travel days. Please contact us to discuss any rates for travel outside the continental US. Any changes to this contract must be given in writing. Please Note: Rates may be increased without notice.

## **Overtime:**

Hours 11-12 = 1.5 x (negotiated rate) Hours 13 and beyond = 2 x (negotiated rate)

#### **Short Turn:**

If Visual Entropy is required to return to the show site within 8hrs of the previous day's wrap or the time the client allows the crew to leave, the client will be billed at the rate of 1.5 x (negotiated hourly rate).

# **Editing:**

Off-site editing will be billed at an hourly rate, with a project minimum of 5 (five) hours per project. Any revisions or additional work beyond the original scope of the project will continue to be billed the same.

## **Pre-Production:**

All pre-production work will be billed at an hourly rate, with a project minimum of 20 (twenty) hours per contracted event. This work includes the following: answering emails, conference calls, zoom calls, generating gear lists, generating production schedules, generating crew

information (show letter, flow sheets, show cue sheets, etc), interfacing with venue/vendors, cad design, and any other show specific needs. A clearly defined scope of work and delineation of responsibility must be defined per event.

#### Travel:

Visual Entropy will be responsible for booking all flights.

Travel days are billed at full day rates. All working days will be billed at a full day minimum. "Dark days," are also considered to be working days, unless otherwise agreed upon in writing. Standard OT rules apply for travel as work days.

If the provided hotel is not within 15mins from the venue (including unexpected traffic), the "clock in" time will start from departure of the hotel. "Clock out" time will end at hotel arrival.

## Mileage:

All shows traveled by personal vehicle will be billed at current IRS rate per mile.

### Parking:

Client will make every reasonable attempt to secure arrangements for parking vehicles prior to load-in. All parking fees will be billed back as an expense.

# **Transportation:**

All job relevant transportation fees (taxi, rideshare, etc) accumulated will be billed back as an expense.

#### Cancellations:

If Visual Entropy is cancelled within 15 days before the confirmed day of production, Visual Entropy will bill for the entire contracted term.

If the confirmed contracted show dates are changed at any point during the contracted show, you will be billed for the days lost at the negotiated day rate.

## **Invoice payment:**

Every reasonable attempt should be made to secure payment for completed production within 30 days. Payments not made within 30 days shall be subject to penalty charges of 5% for each day of delinquency, unless other arrangements have been made.

All invoices will be paid as a 1099. W2's will not be accepted. No exceptions.

A W9 will be included with the final invoice if needed.

#### Insurance:

Visual Entropy carries General Liability and Professional Liability insurance for all employees. If you require a COI, with your company named as a certificate holder, you must submit a request in writing within 30 days of the show's confirmation date.

## Additional Expenses:

Visual Entropy is not responsible for providing show content. This includes, but not limited to Music, V.O's, Sound FX, Videos, etc. All content purchased by Visual Entropy will be billed to the client as an expense and will be retained as property of Visual Entropy.

### **Exclusions:**

The staff at Visual Entropy are team players, and we make every attempt to pitch in and help other departments when needed. However, please note that if you are hiring us to do a specific job, we are there to do just that. We ask that expectations of work are clarified before the show begins, especially if the work is beyond the normal scope of the hired position.

If you have any questions about our terms, please contact us at accounting@veproductions.net For the must current version of our terms, please visit http://www.veproductions.net

Terms and Conditions may change without notice.