

Terms & Conditions

29 Jan 2021



FLYING MAVERICK MEDIA

Video, Audio, Graphic Design & More

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Idaho Falls, Idaho 83404

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FlyingMaverickMedia.com



Definitions

- “Flying Maverick Media” or the “Studio” or “studio” is also FMM.
- The “Client” or “client” is also the band, artist, performer, the financially responsible person for the group or business, etc., that is 18 years of age or older and capable of entering into a legally binding agreement.
- “Lead Time” is the time between the initiation and completion of a production process.

Pricing for Audio Recording, Video Shoot, Graphic Design, etc.

FMM has a flat rate, an hourly rate, and a block rate (this includes all production phases such as writing, designing, recording, editing, mixing, mastering, etc.):

- The flat rate is a special set rate quoted by FMM for an entire project or project segment. The terms of a flat rate must be clearly agreed on before work begins.
- The hourly rate is the default rate and will be applied when a flat rate or block rate quote or terms are exceeded by the client, or when there has not been any pre-arranged price. This default rate can be negotiated before project begins.
- The block rate (not normally applied to graphic design) is either a 4 hour or an 8 hour block of time set in order to give the client a guaranteed block of time and to be able to get a rate discount. If a block has been scheduled and it’s time exceeded adjacently by the client, the same block hourly rate will apply. All materials such as USB memory cards, SD cards, etc. supplied by FMM will be charged extra by the end of the session.

The Client is responsible for any and all extra fees such as hired musicians (this includes house musicians), graphic designers, illustrators, fine artists, promoters, extra helpers in the studio, etc. Any item that is needed by FMM (agreed upon in advance) that has to be bought or rented by FMM to perform a service will be charged extra plus 10%.

Ongoing Work Special Condition

This is a special condition where a service is rendered by FMM on an ongoing basis – such as graphic design services. When the project is a continual project with multiple stages of starts and finishes, the client will pay the balance of work performed weekly – whether completed or not. If the project is put on pause or hold by the client, the full current balance of work shall be paid - estimated by the studio. It is FMM’s prerogative on what day to bill on during that week. In this special case, when the client is billed, the client has up to 7 days to fully pay the invoice submitted to client before the payment is considered late. The client agrees to receive Invoices either physically or electronically through email, etc.

How Fees Will Be Paid

Fees can be paid by credit, debit card, cash, or other agreed upon method of payment. However, FMM charges a 3% fee for using a credit or debit card (and other forms of payment where there is an assessed fee). Added fees

are dependent on the cost and difficulty of the payment method. Recorded or final material will not be released to the client until the current amount balance is paid in full. Returned check charges are \$50 each occurrence – please...no bad checks. FMM would rather not receive payment by check, though.

Clients can be charged a \$25.00 service fee per week not paid if Client's account balance is not paid in full by the completion of each session or billed period. Receipt of media from FMM to Client is acknowledgment between both parties that the quality of all services rendered by FMM is satisfactory to Client and shall release FMM from any and all liability regarding said recording media and services rendered.

Current Fees/Rates

- Contact us for current rates – the client will be billed for the FMM attendant's time whether using the studio facilities or not . Note that a 4 hour block would cost less per hour than the default hourly rate. This also includes studio combined together with FMM designer's or engineer's time. If other people are involved in this project, those peoples' time will be added and calculated separately.
- The client's fee rates will be reflected in an estimate, quote, or invoice issued. Primarily, the fees and rates will be issued in an Estimate. An estimate is not a quote and may not reflect the final price a client pays.

Ownership

The client retains rights to fully use all original works and recordings created by the client or on behalf of the client by FMM. However, In the case of visual art work (such as graphic design, calligraphy, etc.) - unless stated otherwise by written agreement – FMM owns any and all of the origination and source files and pieces and copyrights to the end product, but cannot sell that work to other clients without express written consent by the controlling client.

It is solely the client's responsibility to obtain any copyright registration, trademarks, etc., for it's original works. Also, it is up to the client to obtain any licenses or permissions for use of materials, recordings, or songs controlled or owned by others (such as stock photos, stock recordings, stock video, etc.).

FMM reserves the right to use of any projects – done in full or in part by FMM – for promotional purposes whether in whole or in pieces.

Session Media

Session or project media will be released when full payment for the session or project segment is received. Once session media has been turned over to the client, FMM is no longer expected to maintain a backup copy of the session unless other arrangements have been made in writing. We recommend that each client make a back-up copy of the sessions immediately. Session materials left beyond 30 days due to nonpayment become the property of FMM. FMM is not responsible for any unrecoverable data. In the case of visual arts – all original files will be kept and backed up. The client is responsible for backup of any masters or rendered output they receive.

Leaving Gear Behind

FMM is not responsible for lost, damaged, or stolen gear left behind. Any property left past 30 days will become the property of FMM unless other arrangements have been made.

Damage to Studio & Gear

In the event a piece of studio gear (or the physical studio location and building) owned by FMM becomes damaged by you, or anyone in your party, due to negligence, accident, or willful act, you agree to provide monetary compensation in the amount of full replacement value of the damaged item. Damage to the studio property of any kind that are a result of anyone in client's party or group will be assessed to client's account.

Scheduling Expectations

The client needs to respect the time of FMM and their other clients. In return your time (as a client) will be respected. The members of FMM very often have other activities scheduled for personal or business purposes. If a block of time is scheduled by the current client and another client is scheduled immediately after, and the outgoing client has run out of scheduled time, the outgoing client will pay for the whole block of their time (whether wasted or not) and must make the time and space immediately available for the incoming client. It is not fair to FMM or their other clients to step on their valuable time and projects.

If you need to cancel an appointment, please do so at least 24 hours in advance. You, as the client, will be billed and will be liable to pay for the block of time scheduled. If this happens, you (as the client) must pay for the time not canceled in advance before beginning another session.

Lead Time

The client cannot expect FMM to work on their project at all hours and all days. FMM has certain hours it can devote to different work throughout the week. It is the client's responsibility to account for lead time and to schedule other activities in their care to make sure that the time-frames work for them (the client).

Indemnification

Client agrees to indemnify and hold harmless FMM, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the Activity.

Exceptions to Indemnification

Client shall not be obligated to indemnify FMM for any expenses, judgments, fines, settlements and other obligations incurred as the result of FMM's participation in the Activity: In the case of a criminal proceeding; In the case of a civil claim where FMM did not act in good faith and/or in a reasonable manner; FMM will or has received payment under a valid and collectible insurance policy or under a valid and enforcement indemnity clause, bylaw or agreement, except where payment under the insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify FMM in which case the client will be responsible for any shortfall in payment received; or An action or proceeding was initiated in whole in or in part by FMM whether alone or along with one or more other claimants unless the action or proceeding has the written consent of client.

Working Relationship

All agreements, contracts, invoices, quotes, estimates and terms & conditions can all be handled and agreed to with email and other electronic means - along with any physical documents between the studio and the client. E-signatures, website agreement to terms check marks, and physical signatures will all be acceptable between the parties. FMM reserves the right to withdraw from any or all of its arrangements with clients for any reason. However, the client must still pay for all work performed or contracted by the studio.

Quality and Type of Content

FMM is not responsible for the client's content quality. However, the studio works to *help* capture the best quality of the client's content. The studio cannot guarantee good performances from the client. The studio reserves the right to refuse to record or process any content that it deems questionable or offensive, or is contrary to the interests of the studio.

Terms & Conditions Validity

If any of the specific terms and conditions are found to be invalid, it does not render the rest of the terms and conditions invalid – the rest of the agreement is still enforceable. Also, if these terms and conditions are updated by FMM, the client must be notified and then agree to the new terms or work may stop and the balance of work completed must be paid immediately in full within 7 days. FMM sometimes finds good reasons to add new policies and therefore need to update our policies to either protect ourselves or our clients. FMM only makes policy updates when necessary. Corrections to typos or clarifications do not count as a notifiable change. A term written and found to have typos is still valid.

Responsible Party

If any of the specific terms and conditions are found to be invalid, it does not render the rest of the terms and conditions invalid – the rest of the agreement is still enforceable. Also, if these terms and conditions are updated by FMM, the client must be notified and then agree to the new terms or work may stop and the balance of work completed must be

The client agrees to these Terms & Conditions and any other terms stated in relevant estimates, quotes, etc.

Client's signature

date

Name printed (first-mi-last)

Client's title

Business name

Address

Phone

Email