



NEW MACHINE FILMS (PTY) LTD (2016/049609/7)

271 15th AVENUE, RIETFontein, Pretoria

078 377 6085 / 083 717 3356

TERMS OF TRADE:

This agreement formulates established work practices and etiquette of the industry and by which New Machine Films operates.

PRODUCTION CANCELLATION, OVERTIME AND RISK TERMS AND CONDITIONS

Booking Policy

Once a shoot is confirmed by both parties and dates, call times, and fees are agreed upon via e-mail, the date will be considered booked. If a shoot is booked verbally, it must be then followed up with an e-mail from the production company giving confirmation of dates/times and fees agreed upon.

Cancellation Fees

A cancellation fee will apply at the rate of 60% of the Full Day Rate if the shoot is cancelled within 24 hours of the pre-agreed call time.

A cancellation fee of 100% of the Full Day Rate will apply if the shoot is cancelled within a 12 hour period from the agreed upon call time. This includes weekends and public holidays.

Force Majeure Cancellations

"Force Majeure" means superior force. Such forces could include fire, earth quakes, labour strikes, war, civil unrest, tsunamis, or hurricanes. Force Majeure Cancellations DO NOT apply to rain, potential rain, fog, heat, or other usual weather occurrences. Due to a Force Majeure, either party may cancel a shoot without cancellation fee or without standard notice without threat of legal ramifications. However, reimbursement of any production rental equipment, travel expenses already made, etc., will still be owed by production company even in case of Force Majeure cancellation.

Standard Production Workday/Overtime

Standard production workday is up to 10 hours including a half-hour meal break. An additional meal break is required after the 10th hour. Work performed over 10 hours will be billed at 1 1/2 hours of the hourly rate of a 10 hour workday up to the 14th hour. Hour 14 and beyond will be billed at double-time of the hourly rate of the 10-hour workday.

Standard production workday Day Rate will typically begin at the time Camera Operator is required to be at studio to begin camera/production set-up, or at time Camera Operator is required to pick up and transport production equipment from studio or other location to shoot location. For out-of-town shoots involving travel, Day Rate will begin at time Camera Operator is required to be at airport, pick-up point, etc. to travel to shoot destination, or, if required, at time Camera Operator is

required pick up production equipment from studio or other location to take along to airport, or other transportation facility.

For local travel shoots (PTA) requiring Camera Operator to use own vehicle, Standard Production workday will begin at Camera operator "call time" at location or studio.

Other Travel Policies

The Full Date Rate will always be implemented during a shoot when Camera Operator is on an out of town shoot requiring an overnight stay. This rate will apply whether the shoot takes 1 hour or 9 hours.

The full day rate will also apply on any day when a shoot was planned, but then is cancelled for any reason once Camera Operator has arrived at travel destination and is prepared to shoot.

If advance of shoot travel days are required that do not include production work of any kind on such day, but include travel only, a "travel day" rate will apply which is typically a one-half day rate if travel time is less than 5 hours. For travel time of more than 5 hours requiring an overnight stay, a full day rate will then apply unless otherwise negotiated and agreed upon in writing 48-hours in advance of shoot. When out-of-town, Standard Production Workday rate ends when Camera Operator has completed all work per day required for the shoot, including striking of equipment and/or transport.

Assumption of Risk

Film production is a collaborative process. The client assumes all risk of the production that is not directly the responsibility of the Camera Operator. Any cancelled shooting days or rescheduled shooting days resulting from any shoot complications, unless caused solely by the negligence or by the wilful misconduct of the Camera Operator, is the client's risk and responsibility and will be billed as per our cancellation fee policy.

This includes, but is not limited to complications such as: talent/subjects being late or not showing up, other technical services or crew being late or not showing up, location permits not in order, incorrect information or addresses, power failures, etc.

Technical Failures

The Camera Operator takes no responsibility for the failure of equipment if operated correctly. Failing/corrupt media, overheating equipment, dropped frames etc. are examples of such failures. Although rare, technical failures do occur and is considered out of the Camera Operator's control.

If you have any questions about the information in this document, please contact
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Thank You For Your Business!