

## TERMS AND CONSIDERATIONS

### 1 - COMMUNICATION

Zagros Pictures requests to only keep contact with one person only which shall be the client, management of the artist or the contract signer only. This is to keep communication confusion to a minimum. All communication is asked to be either verbal or via email/txt. Zagros Pictures asks for a 48 hour response dedication to answer all questions and concerns.

### 2 - FILE APPROVAL

Zagros Pictures will complete the final project and deliver a low quality and watermarked file to the client for reviewing purposes before official release. Average turnaround time for a project is 2-4 weeks as we aim to over deliver each time. No person(s) except for Zagros Pictures is allowed to alter any portion of the production. Any unlawful use of Zagros Pictures's production will be requested for immediate removal before further actions.

### 3 - MEDIA FORMAT / DELIVERY / SHARING

Zagros Picture insures to provide a finished 1920x1080 (or 4k if considered) MP4 H.264 version of any Video format and high resolution 300 dpi JPEG (or medium resolution 72 dpi in collaboration project) to the Client via Google Drive within a reasonable time frame to the client. Zagros Pictures is also not responsible for uploading the final project to the client's social media accounts. If for any reason the final project is removed due to copyright regulations governed by any website, Zagros Pictures will not be held accountable for these actions or consequences to follow.

### 4 - OWNERSHIP

Except as otherwise provided herein (such as collaboration project), client owns all rights, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well as in and to all the out-takes and clips. Client grants Zagros Pictures an exclusive, royalty free license to all media clips and stills produced during the course of the contracted work. The Director may use the file in a demo reel. In case of public release; Zagros Pictures reserves the right to publish any content produced on its social media (after the appointed date and initial release).

### 5 - CREDITS

If the contracted project is placed on any social media sites, websites or promotional DVD's, then Zagros Pictures demands to be listed for their credits as Director & Editor with website information. The director's name or logo may apply at beginning or anywhere on video, depends on script.

### 6 - PERMITS

The client is responsible for acquiring all permits and necessary permission for all locations on which Zagros Pictures will be performing services.

### 7 - FEE / PAYMENT

Fee of this project is non-negotiable. To have received this contract agreement, The client had to previously make a non-refundable deposit to secure his or her date of service (Cash, E-transfer or PayPal payments). A 50% upfront deposit is required to book this project. Event: The remaining 50% will be collected at the end of the shooting day. Music Video/ Commercial: After completing the initial editing step (rough cut) the Client must have paid 75% of the total payment before final edit begins. Late payment may affect the final delivery date! No payments will be taken on the set of the production for precautionary reasons. Ownership of the media and high quality file(s) without any watermark will not pass until the contract amount is paid in full.

### 8 - CANCELLATION

If the production is canceled indefinitely, the initial payment will not be refunded.

### 9 - POSTPONEMENT

A postponement is defined as a rescheduling of the production to a later specific date caused or directed by client. If the Production Company blocks out a specific period of time with the agreement that it represents a firm commitment from the client, then the Production Company makes no further efforts to sell the time. If the job is postponed within the Guideline time frame, it is unlikely that this time can be re-booked.

A. If notice of postponement is given to Zagros Pictures ONE TO TEN WORKING DAYS prior to the commencement of the shoot, the client will be liable to the Production Company for a \$100 Rescheduling Fee.

B. If the shoot covers multiple days and a notice of cancellation/postponement is given to Zagros Pictures after the commencement of the initial shoot the client will be liable to the Production Company for \$150 Rescheduling Fee.

\*\*Expectations to the fee include: "Force majeure" (meaning but not limited to earthquake, riot, fire, flood, quarantine, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism).

### 10 - BREAKS / MEALS

Zagros Pictures will take 15 minutes of rest every 3 hours, and a meal every 5 hours.

> Events: Zagros Pictures requests a full guest vegetarian meal for events lasting longer than 5 hours. It is highly recommended that the crew are allowed a meal directly to ensure they are finished eating by the time the next activity is scheduled.

We will not photograph the event while food is being served and eaten.

\* We reserve the right to go off-site for a meal for 1 hour, if no meal is provided.

### 11 - SECURITY / CONFIDENTIALITY

Zagros Pictures understands that some information for said media(s) may be of a confidential and/or sensitive nature. Zagros Pictures agrees, at client's written request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Producer to produce media(s) in the usual and customary manner under this agreement.

### 12 - ASSIGNMENT / MODIFICATION

> The client shall supply audio files, product props, music, instrumentation, location, rentals, actors, dancers, hair stylist, makeup artist, outfits and all related clearances.  
> Zagros Pictures is not responsible for Editorial/Post Production subcontract. The client will supply track or musical composition(s) and rights clearances unless otherwise specified.  
> This Agreement may not be assigned by either party without the written consent of the other.

> This Agreement and any Addenda attached hereto shall constitute the entire agreement between Zagros Pictures and client. Any amendment thereto must be in writing and signed by each party. If at any time, client desires to make any changes or variations from the script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress, and such changes result in additional costs to Zagros Pictures, Zagros Pictures agrees to notify the client of the amount before any such additional costs are incurred and Zagros Pictures shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by client shall be binding and incorporated into the terms of this Agreement. These costs will be added to the final bill due upon delivery of the agreed upon materials in the above agreement.

### 13 - CONTINGENCY / WEATHER DAYS

A. A contingency day is any day where a scheduled media/film shooting has been prevented from occurring due to circumstances beyond the control of the production company.

B. These circumstances may include but should not be limited to: (1) Weather conditions (rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the client).

(2) Injury, illness, or absence of client-supplied elements (e.g. key talent, color correct products).

(3) "Force majeure" (meaning but not limited to earthquake, riot, fire, flood, quarantine, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism).

C. The Production Company (Zagros Pictures) recognizes its obligation to minimize contingency day liabilities and will apply accepted industry cancellation practices.

D. The Production Company (Zagros Pictures) will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost. This will be a cost per day figure. However, this figure does not include the cost of premiums for crew or suppliers.

# ZAGROS PICTURES

## NOTES / AMENDMENTS