



Demoduck
Video Production Services Contract
May 2024

Overview

The contractor, Demoduck, will provide video production services to CareerSource North Florida which ensures the organization (CSNF) is able to conduct all required and needed processes to provide the best possible work and customer service experience. CSNF views the contractor as a partner in design and implementation of critical business aspects and will therefore work closely with the provider to create a secure, robust, and efficient model of service delivery.

The initial contract period is from May 20, 2024, through August 16, 2024.

Statement of Work

Video Type:

- Promotional/Informational

Content Requirements:

- CSNF staff will guide the content, while vendor may suggest edits, so content is delivered on a relatable and engaging level.
- Vendors must abide by CSF/CSNF brand standards.

Videos are needed for each of the following categories.

- General orientation/experience overview of CSNF services. [Current](#)
- WT orientation. [Current](#)
- SNAP orientation. [Current](#)
- WIOA orientation. [Current](#)
- Foundations orientation. [Current](#)
- Business Service employer orientation. [Current](#)

See Updates/Changes section below for more information.

Visual Style:

- Animated/Computer-Generated with voiceover. (Preferred)
- Other options will be considered.
- Branding guidelines will be provided.

Deliverables and Terms:

Meet with CSNF staff to determine priorities of video focus. Review collection of previously used materials.

6 videos files will be provided to CSNF satisfactorily for final payment. Any extensions may result in penalties.

The terms included in the attached Exhibit A will govern the change management policies for these services.

Payments are due to Demo Duck within NET15 days. Demo Duck reserves the right to: (i) charge interest on amounts more than 15 days past due at the rate of 2% per month, or, if lower, the highest rate allowed by applicable law.

The amount of the first invoice will be for 50% of the total initial price. Payments can be made by check or wire transfer, or other method to which we agree. Any processing fees associated with payment method (e.g. wire transfer fees, canceled check fees) will be the responsibility of CareerSource North Florida, and may be added to the invoice or invoiced separately.

The final invoice will include the remaining 50% of the total price.

Technical Requirements:

Collaborate with CSNF to create videos;

- **Video Length:**
 - 5-minutes or less in length (each)
- **Resolution and Format:**
 - Resolution: HD, 4K, 1080p
 - Video format: MP4
- **Delivery Format:**
 - Digital files

Intellectual Property:

Demo Duck assigns to the CSNF all right, title and interests to all of its copyrights in the videos produced by Demo Duck pursuant to the Services, effective upon payment by the CSNF of the final invoice (and any other outstanding invoices) issued by Demo Duck pursuant to Section 1 above. Demo Duck makes no ownership claim with respect to any copyrighted materials, trademarks, trade secrets or other intellectual property supplied by the CSNF to Demo Duck for purposes of the Services. At the CSNF's request and expense, Demo Duck will take such further acts reasonably requested by the CSNF to assign and transfer the CSNF's copyrights in such videos.

- (a) Videos produced by Demo Duck pursuant to the Services may include or incorporate text, sound, stock photo and video,, stock graphics and designs, trademarks, service marks, artwork, likenesses (professional actors), voices, performances, recordings, music, sounds or other elements (collectively, "Elements") licensed by Demo Duck from third parties. Demo Duck will notify the CSNF of the usage of third-party Elements prior to licensing. Upon CSNF approval of licensed Elements, Demo Duck hereby grants to the CSNF a non-exclusive sublicense of its rights in such licensed Elements to the CSNF at the time Demo Duck assigns copyrights to the CSNF under paragraph (a)(i) above. Such licenses may be subject to the terms and restrictions of the third party licensor of such Elements, as communicated by Demo Duck to the CSNF before purchase. Demo Duck will defend the CSNF, its subcontractors, officers, directors, owners, employees, agents, representatives, and affiliates against any bona fide third party allegation that videos produced by Demo Duck pursuant to the Services infringe a third party US copyright

or a license of Elements. The CSNF will have the right to participate in any such proceeding, using its own counsel but at its own expense.

- (b) **Portfolio Usage:** The CSNF grants Demo Duck (and its successors, assigns and affiliates) a non-exclusive, limited license to use any videos produced by Demo Duck, or portion thereof (including screenshots and including the CSNF's name and any embedded trademarks or service marks), for demonstration, sample and marketing purposes, including without limitation the right to display such material on Demo Duck's website. Demo Duck may also include the CSNF's name and trademark or service mark in a list of Demo Duck CSNFs for marketing and promotional purposes. Demo Duck will not present any such material in a manner derogatory to the CSNF. This limited license is royalty free, worldwide, and perpetual but is limited to the uses specified in this paragraph. Requests to remove video(s) from Demo Duck's portfolio must be sent via email to support@demoduck.com with a minimum of 7 days notice.
- (c) **Warranty of Necessary Rights.** The CSNF represents, warrants, and covenants that any Element furnished to Demo Duck for inclusion in a video or other project are owned by the CSNF or that the CSNF has all rights necessary for Demo Duck to incorporate any such Element in any videos or other product of the Services. The CSNF will indemnify and defend Demo Duck, its subcontractors, officers, directors, owners, employees, agents, representatives, and affiliates from any and all liability, damages, costs, or expenses (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such Elements by Demo Duck, the inclusion of such Elements in any video or other product of the Services, or the CSNF's violation of the license rights to certain Elements as set forth in paragraph (a)(ii) above.
- (d) **Certain Retained Rights.** Demo Duck will retain any intellectual property rights not granted to the CSNF pursuant to paragraph (a) above in any materials created or licensed by Demo Duck or its subcontractors in connection with the Services. For the avoidance of doubt, Demo Duck has no obligation to deliver, and grants no rights in any rejected designs, documentation, preliminary rejected concepts, rejected Elements, ideas, and works in progress which have been created or furnished by Demo Duck during the course of providing Services.
- (e) **Separate Restrictions.** CSNF's use of the copyrights assigned to the CSNF under this Agreement are subject to any restrictions separately agreed to or acknowledged by the CSNF.
- (f) **Elements in the final video (i.e. voiceover) are licensed for unpaid digital usage in perpetuity, and 1 years of paid digital usage (i.e. pre-roll ads, social ads, promoted posts). Your license does not permit broadcast, cable or internet television (i.e streaming services such as Hulu) use. Requests for extended licensing terms, and usage of Elements outside of the video context, must be made in writing, and may incur additional costs.**

Budget

Pre-Production

- Concepting + Development: \$1,500
- Scripts: \$4,500
 - \$500 per script, 2 hours estimated per
- Style Frames + Assets: \$9,500

Production

- Two Day Shoot: \$18,000
 - Includes Crew, Equipment, 8-hour days
 - 2 Professional Actors: \$4,000
 - \$2,000 per actor, including their agency fee.

Post-Production

- 6x Video Edits (up to 5 minutes each): \$18,000
 - 10-20 hours estimated per edit (Rough & Fine Cuts)
 - Total Cost Music + Sound Design: \$1,800

Total cost not to exceed \$57,300.

Appendices

Terms and Conditions

This agreement by and between Demoduck and CareerSource North Florida sets forth the terms and conditions under which Demoduck shall provide certain professional services.

1. Scope of Services - All services to be provided hereunder shall be as authorized and defined in the attached Statement of Work, which shall be executed by the parties, and which shall constitute a part of these Terms and Conditions. The Statement of Work and this appendix shall be construed as being consistent; however, in the event such construction is unreasonable, the provisions of the Statement of Work shall control.

2. Payment - The applicable rates, charges, and invoicing information for each task authorized shall be as specified in the attached Statement of Work.

3. Confidentiality of Data - Both parties acknowledge that in connection with the performance of its duties hereunder it may be provided with or have access to written information and data which is proprietary to the other and which is so marked as proprietary. Both parties agree to keep confidential all such information and data and shall not disclose same either in whole or in part to any third party without the others written consent.

Both parties agree that without the other's prior written consent, it will not copy or reproduce any information or data or sell, assign, disclose, disseminate, give or transfer any such information or data or any portion thereof to any third party, at any time whether before or after termination of this agreement. Both parties further agree that upon termination of this agreement or completion of any task assigned hereunder, it will return all applicable information, data, related notes, and work papers belonging to the other.

4. Demoduck Representations

A. Demoduck represents that it shall at times exert its best efforts to diligently perform its assigned duties under this agreement.

B. Demoduck warrants that all services under this Agreement shall be performed in a professional and workmanlike manner.

C. Demoduck further represents that all programs, documentation, reports, design or other items prepared by Demoduck (termed "Developed Items") under this agreement shall be the original work product of Demoduck, and Demoduck shall defend and hold CareerSource North Florida harmless from and against any claim brought against CareerSource North Florida, that any Developed Items infringe a United States patent or Copyright, or the trade secret or other proprietary right of a third parties. The parties agree that Developed Items do not constitute

“work made for hire” as that term is defined under Section 101 of the Copyright Act.

D. Except as provided above, Demoduck MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Terms and Termination - The term of this agreement is three (3) months from the date of signing. This agreement may be terminated in the following manner:

A. Each phase of this agreement as outlined in the attached Statement of Work shall terminate upon completion and signed acknowledgment of Acceptance of each phase.

B. Each party may terminate this agreement prior to the commencement of any work outlined in the Statement of Work.

C. By either party upon the default of the other party to perform its responsibilities hereunder, providing that written notice of such default has been given, and providing that such default has not been corrected within the thirty (30) days following receipt of such notice.

D. Early termination by CareerSource North Florida during the three (3) month term will result in an early termination fee equal to the prorated amount due for the remainder of the term.

E. By mutual consent of both parties.

F. Each party may terminate this agreement with 30 days written notice.

6. Limitation of Liability - Demoduck liability under this agreement for any and all damages, whether direct or indirect, including consequential, shall be limited to the charges paid or to be paid to Demoduck under this agreement by CareerSource North Florida for the services which gave rise to such damages. Additionally, all software, hardware and associated licensing is the sole responsibility of CareerSource North Florida. Demoduck will periodically provide status of software and hardware licensing, but CareerSource North Florida bears all responsibility for meeting the legal obligations per specific vendor requirements.

7. Independent Contractor - It is specifically agreed by the parties that the relationship of Demoduck to CareerSource North Florida is that of an Independent Contractor, and Demoduck shall not be entitled to any of the employee benefits provided by CareerSource North Florida to its employees.

8. Non-solicitation of Employees - During the period this agreement is in effect, and for a period of twelve (12) months after, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment.

9. Notices - Any notice required or permitted given hereunder shall be either 1) delivered personally or 2) sent by prepaid certified mail, return receipt requested, and shall not be deemed to have been given until received by the other party. Each party shall specify the address and addressee for receipt of such notices prior to the commencement of this agreement.

10. Force Majeure - Neither party shall be responsible for delays nor failure in performance resulting from acts beyond its control. Such acts shall include but not limited to Acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations, fire, earthquakes or other disasters.

11. Customer Responsibilities

A. CareerSource North Florida must provide appropriate access to the work areas and facilities, consistent with their security procedures, required to effect completion of work tasks.

CareerSource North Florida is responsible for removing obstacles and impediments, such as furniture, machinery, or other items, which impede access to the work area.

B. CareerSource North Florida must reasonably insure that Demoduck employees are provided with a safe and secure work environment free of hazards, with adequate heat, lighting, and air conditioning unless otherwise specified in the Statement of Work.

C. If necessary for the completion of Demoduck responsibilities under this agreement, CareerSource North Florida must supply adequate space for the receipt, storage and/or

configuration of equipment.

E. CareerSource North Florida must provide prompt access to duly authorized CareerSource North Florida personnel for the purpose of obtaining approvals and additional information required to effect completion of work.

F. Demoduck is responsible for securing any appropriate authorization permits associated with the performance of work.

12. Standard Work Hours - Unless otherwise noted in the Statement of Work, the standard work hours for Demoduck personnel will be established by and is the sole responsibility of Demoduck.

Federal Contract Provisions

2 CFR Appendix II to Part 200

It is the contractors responsibility to review and comply with each provision that is required based on contract amount, type, and scope of work.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

In instances where Contractors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

(B) All contracts in excess of \$10,000 must address **termination** for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. This agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Contractor fails to provide any of the services it has contracted to provide; or
 - b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the North Florida Workforce Development Board, Inc. Executive Committee, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs

and attorney fees, when cause is attributable to the Contractor.

(C) **Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of labor."

(D) **Davis-Bacon Act**, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C.3141-3144](#). and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute. Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback"** Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) **Contract Work Hours and Safety Standards Act** ([40 U.S.C.3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that

"funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#). "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act** ([42 U.S.C. 7401-7671q.](#)) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251- 1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) **Byrd Anti-Lobbying Amendment** ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this agreement is in excess of \$100,000, Contractor must, prior to the contract execution, complete the Certification Regarding Lobbying Form.

(J) **Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [§ 200.323](#).

(K) **Prohibition on certain telecommunications and video surveillance services or equipment.** [§ 200.216](#)

(L) **Domestic preferences for procurements.** [§ 200.322](#)

Right to Audit. CareerSource North Florida requires a "Right to Audit" clause in all contracts between CSNFs and contractors that either:

1. Take any form of temporary possession of assets directed for CSNF, or
2. Process data that will be used in any financial function of CSNF.

This Right to Audit clause shall permit access to, and review of, all documentation and processes relating to the contractor's/vendor's operations that apply to CareerSource North Florida, as well as all documents maintained or processed on behalf of CareerSource North Florida, for a period of three years. The clause shall state that such audit procedures may be performed by CareerSource North Florida employees or any outside auditor or contractor designated by CSNF.

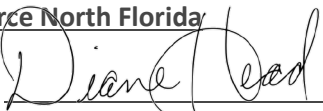
Signatures

The following individuals have read this "Statement of Work" and understand the deliverables, services and responsibilities detailed within this document. The CareerSource North Florida signature constitutes acceptance of the professional services detailed within this document and authorizes commencement of the project.

Approvals

This document has been read and approved by the following individuals responsible for its execution.

CareerSource North Florida

Signature:  _____

Printed Name: Diane Head

Title: Executive Director

Date: 5/28/24

State Of Florida
County Of Madison

This document has been read and approved by the following individuals responsible for its execution.

Demoduck

Signature:  _____

Printed Name: Colin Hogan

Title: Managing Director

Date: May 28, 2024

State Of Illinois
County Of Cook

Exhibit A
Demo Duck Inc. + CareerSource North Florida
Change Management and Cancellation Policy

- If your project includes a written script or content outline (in the absence of narration), revisions are limited to 2 rounds per video script.

- If your project includes style frames (representation of illustrations used in the video(s)), revisions are limited to 2 rounds. These revisions must be related to the style, including textures, characters, and color palette, and should not impact any previously approved written scripting.

- Live action video is limited to 2 rounds of revisions per video. The rough cut includes 1 round of revisions related to the takes and timing. The fine cut includes 1 round of revisions related to color, any graphics and/or animation, and sound design. Revisions or requests that require added shoot days or that are outside of the initial project description, such as scenes or ideas not included in the initial discussions or storyboard, will be considered out of scope.

- Once you approve a stage (e.g. script, style frame, storyboard and/or animatic, voiceover, animation, sound design), any unused revisions are forfeited.

- **Pause Clause:** If Client pauses the project for more than two weeks, if Client feedback or approval on a deliverable is delayed more than 7 business days without notice or communication, or if the Client does not respond to reasonable outreach efforts on behalf of Demo Duck, the project will be considered “on hold”. Once the feedback is received and the project is reactivated, it will be rescheduled based on current workload and availability. When the project is placed on hold, an interim invoice for the work produced prior the hold date will be issued. Work produced prior to the hold date, less any amounts paid thus far, will be issued.

- In general, except for the included rounds of revisions set out above, any revisions, additions, or alterations to the project modifying the initial scope of the Services will be considered out of scope Services and subject to Demo Duck’s standard rate of \$250 per hour. By way of example, such out of scope Services will include, but will not be limited to, changes in the extent of work, increases in the complexity of any elements of the project, changes requiring a re-shoot, changes that require additional dialogue recording (ADR), and any changes made after approval has been given for a specific stage of design, documentation, or preparation. In addition, any Services requested by you faster than a previously established schedule, such as an accelerated timetable, may be deemed out of scope Services in our discretion.

- Demo Duck will inform you if any of your changes or other requests would require out of scope Services, and the estimated additional fees associated with any such out of scope Services. If you authorize Demo Duck to proceed with the out of scope Services, You will be responsible for the

additional fees. In addition, any costs or expenses incurred by Demo Duck during a project due to Client delays or extensions will be added to your fees.

- Shooting delays or requirements for a live action re-shoot caused by weather, talent unavailability due to illness or injury, or other events outside the reasonable control of Demo Duck will not be the responsibility of Demo Duck and any Services provided in response to such events will be considered out of scope.

Cancellations / Reschedules

If you cancel a project, the cancellation fees set out below will apply. If our direct costs on your project (including any travel expenses we incur for a live action video project prior to cancellation) are higher than the cancellation fee set out below, you will owe the higher amount as your cancellation fee. If the applicable cancellation fee exceeds amounts already paid by you for the project, we will invoice such excess amount to you. Any such invoiced amounts will be due and payable upon receipt. If the applicable cancellation fee is less than the amounts already paid by you for the project, we will promptly return the balance to you.

Live Action Cancellation Fees

We incur additional costs on live action video projects as shooting is scheduled and when editing begins. As a result, the following fees apply to cancellations of live action video projects, but only to the extent the following fees are higher than the cancellation fees set out above.

- If you cancel at least 1 week prior to the first scheduled shoot date, your cancellation fee will be 30% of the final budget.
- If you cancel within 1 week but at least 48 hours prior to the first scheduled shoot date, your cancellation fee will be 50% of the final budget.
- If you reschedule within 1 week but at least 48 hours prior to the first scheduled shoot date, your rescheduling fee will be 30% of the final budget.
- If you cancel within 48 hours of the first scheduled shoot date and before edit begins, your cancellation fee will be 70% of the final budget.
- If you reschedule within 48 hours of the first scheduled shoot date, your rescheduling fee will be 50% of the final budget.
- If you cancel after edit begins, your cancellation fee will be 100% of the final budget.

Annual Extensions

N/A