

TERMS & CONDITIONS for PRODUCTION BOOKING CONTRACT

Quotes & Rates – Quotes and rates are based on a standard production 10-hour day. **Overtime** after 10 hours on location will be negotiated at an agreed upon hourly rate or subject to standard overtime terms after 10 hours. Standard overtime is based on the pro-rated hourly rate per 10-hour day.

Standard overtime – Standard overtime is charged at 1.5 x the hourly rate over 10 hours and 2 x the hourly rate over 12 hours and 3 x the hourly rate over 14 hours (at 30-minute intervals). Exceptions and adjustments to this standard overtime policy will be outlined in line item 1 on our **Production Booking Contract.**

Booking fee – A Mint Locations, LLC booking fee of \$750 will be added to each invoice per location per booking. This fee is over and above the quoted day rate and any additional fees for the location.

Cancellations – Same-day cancellations and cancellations made within seven days of the confirmed booked shoot are 100% non-refundable. Deposits made to reserve locations are non-refundable. Exceptions and adjustments to our standard cancellation policy may be negotiated and outlined in line item 1 in the **Production Booking Contract.**

Payment – Payment is due in full seven days prior to the shoot. Payment may be received via ACH, check or credit card (credit card payments will incur a 4% finance fee)

Timeframe – The contracted timeframe for each shoot begins when Production arrives (first crew member) on location/property and ends when Production (all crew members and vehicles) entirely vacate the location/property.

Negotiations – Mint Locations, LLC provides service. As an extension of our service, Mint Locations, LLC will negotiate directly with the Homeowner as to fees, schedule and parameters of use. Mint Locations, LLC negotiations and agreements with the Homeowner will supersede any rates, terms & conditions, negotiations and agreements discussed between Production and the Homeowner during a pre-scout, tech-scout or during a contracted booking.

Call sheets – Mint Locations, LLC will be added to the call sheet as the Locations Service. Call sheets will be forwarded to Mint Locations, LLC prior to each shoot, each day of the shoot.

Insurance – Mint Locations, LLC must receive the Certificate of Insurance (COI) documents at least 72 hours in advance of the shoot booking or occupancy will be denied. Throughout the entirety of the shoot, Production must hold a \$1,000,000.00 liability insurance policy naming Agent and Homeowner as additionally insured parties.

Contract - Mint Locations, LLC must receive a signed contract at least 7 days prior to the shoot booking or occupancy will be denied.

Site Representative – Each booking may require a Mint Locations, LLC Location Site Representative. The Location Site Representative fee is standard at \$750 for a 10-hour day.

Load – In – When booking a Mint Location, it is expected and mutually understood that all necessary precautions will be taken to protect the floors, walls, windows, furniture, décor, and landscaping of each home. If additional time is needed for the task of preparing and protecting the home, additional time can be negotiated at a variable rate to complete this task.

Tech Scout – A tech scout is included with each booking. The tech scout is gratis but is limited to 90 minutes unless agreed upon prior to the tech scout. Additional time spent on the tech scout that exceeds the hour grace, will be charged at ½ rate per hour (at 30-minute intervals).

Condition of Home – Mint Locations, LLC does not guarantee the condition of the home upon arrival. If the shoot has specific criteria or expectations, these should be clearly communicated prior to the shoot. Mint Locations, LLC encourages the opportunity to do a gratis tech scout at least 72 hours prior to any booked shoot.

Expectations for protection of location – Below is a basic list of expectations for use and protection of any Mint Location. Renter will be responsible for additional charges if these basic and standard expectations are not enforced:

- Use of 1 toilet/restroom only for crew.
- Production will provide paper goods and a trash receptacle for toilet/restroom.
- All trash and recycling must be removed daily.
- Production to provide trash and recycling receptacles.
- Use of kitchen is not allowed for catering without pre-approval.
- Staging for craft service and catering must be approved prior to load-in.
- No food or drink (other than water) is allowed in the house.
- Shoes or booties are required per request of the Homeowner.
- Staging for glam team must be approved prior to load-in.
- Parking restrictions and or Homeowner requests for parking must be enforced.
- Production is responsible for re-dressing rooms upon wrap.
- If a Homeowner/location has specific House Rules, a copy of House Rules will be forwarded to Production and will be circulated to all crew members.

Damage – Production is responsible for documenting existing damage prior to the shoot. Production is responsible for documenting damage caused during the shoot. Homeowner will assess the location and disclose any unreported damages within 7 days of the production moving out. If the parties cannot agree on compensation for property damage caused during the shoot, a Mint Locations, LLC representative will make the decision on what on what will be paid out/ covered. It is understood that if a final walk-through upon wrap is impossible or must be delayed, a Mint Locations, LLC representative will determine coverage based on reasonable consideration. In the event of damage, the Homeowner may use their vendor of choice for repair. Mint Locations, LLC representative will oversee this process and will subsequently charge a \$375 administrative fee to mitigate repair, and reimbursement for each damage issue.

Location Release - Production must provide a Location Release outlining the terms of use of the shots and video while on location. Mint Locations, LLC is a authorized to sign the location release on behalf of the Homeowner. Should the terms of the Location Release be exploited, Production may be liable for further fees.

Usage - Any shots and/or video taken at the location on the shoot days are authorized for use solely for the stated production. Still imagery and/or video may not be re-used or sold for further usage without prior or subsequent written agreement with Mint Locations, LLC, and Homeowner approval.

Drop offs/Pickups, Overnight Storage and Truck storage - Drop offs/Pickups are only possible before or after the shoot day(s) by written consent. A storage fee may be added to your

invoice for a booked location. Any equipment or valuables left at the location are done so at the risk of Production. Mint Locations, LLC nor the Homeowner are liable for any loss or damage for Drop offs/Pickups and Overnight Storage. Overnight truck Storage requires pre-approval.

Public/Employer's Liability & Damages - Production must ensure that they or their Contractor have Liability Insurance to a minimum value of 1,000,000 each for property and personal in the event of an accident or claim. In the case of an agency that Production or the Contractor representative is authorized to sign the contract. A copy of the Certificate of Insurance must be available to view upon request. Any damages of loss to any part of the location or its property on the shoot day(s) are the responsibility of Production/Contractor and signing the Mint Locations, LLC contract represents full acceptance of the terms and conditions and to be bound by these terms.

Non-Circumvention Clause - Production may not book any location introduced to Production through Mint Locations, LLC without booking through Mint Locations, LLC. The Parties to this Agreement (including any agent, employee, affiliate, independent contractor, subsidiary, or other representative) shall refrain from soliciting business and contracts from sources introduced to them by Mint Locations. LLC. In addition, all Parties to this Agreement will maintain complete confidentiality regarding locations introduced by Mint Locations, LLC.

Additionally, the Parties to this Agreement hereby agree not to circumvent or attempt to circumvent Mint Locations, LLC with respect to any introduction or sources made available by Mint Locations, LLC. In the event of either direct or indirect circumvention of sources provided by Mint Locations, LLC if proven and commissions have been lost, Mint Locations, LLC will be entitled to monetary compensation equal to three times the maximum service fee it would realize from such a transaction, plus expenses, including, but not limited to legal expenses that may later be incurred while attempting to recover lost revenue.