

Terms & Conditions

These terms and conditions shall be applicable to any and all sales and/or rentals transacted between Bungalow Scenic Studios, hereinafter referred to as "BSS", and its customers and/or clients, hereinafter referred to as "Client", unless specifically altered by BSS in writing.

TERMS OF PAYMENT: Client agrees to pay to BSS all amounts due and owing according to the payment terms for each invoice presented by BSS. All invoices due dates shall be calculated as the invoice date plus the number of days allowed for payment by BSS to the Client. Additionally, all past due invoices shall be subject to a finance charge of 1.5% per month (18% per annum) or the maximum rate allowed by law. BSS will bill a third party at the request of the Client, but the Client is responsible for insuring timely payment.

DISHONORED CHECKS: Checks remitted for payment that is subsequently dishonored by the issuing bank will be assessed a returned check charge of \$25.00, 5% of the face value of the check, or the maximum amount allowed by Florida law, whichever is greater.

COLLECTION CHECKS: Any costs incurred as a result of BSS's enforcement of the terms of this agreement or the collection of any amounts due and owing to BSS, shall be the responsibility of the Client. These costs may include, but are not limited to, court costs, reasonable attorney's fees, and collection agency fees.

PRICES: BSS's prices shall be reflected in the estimates or quotes, if one is provided (subject to changes in prices and reimbursement of actual costs). If no service price is agreed to by the parties in advance, the price payable by the Client shall be BSS's standard rate charged. All applicable sales and other taxes shall be the Client's responsibility.

SHIPMENT OF MATERIALS: Materials will be shipped via the method deemed by BSS to be most practical. Clients desiring a particular method of shipping, or insurance on a shipment, must make such requests, in advance, in writing.

CANCELLATION: Any cancellation of BSS's service or performance, in part or in whole, here under is subject to a cancellation charge. All cancellations shall be in writing and shall not be effective until acknowledged by BSS. After confirmation with via signed quote, a cancellation fee equal to all expenses incurred to date by BSS plus 25% of quote amount will be incurred by Client for any cancellation. If the cancellation occurs within 30 days of the ship date stated on the quote, the fee will increase to 50% of quote plus all expenses incurred to date. If the cancellation occurs within 7 days of the ship date stated on the quote, the fee will increase to 100% of the quote. BSS shall be entitled to receive full payment of all amounts estimated to be due if cancellation is or cannot be made in accordance with the terms herein.

INDEMNIFICATION: The Client represents and warrants that the work to be performed by BSS does not in any way defame, violate, or infringe any copyright, civil right or privacy, or any right of any description of any person or entity whatsoever, or constitute "obscenity" under the laws of the United States of America, or any state of the United States. The Client also represents and warrants that neither the Client's nor BSS's undertakings are in derogation of any agreement, contract or other document entered by the Client or to which Client is a party. The Client shall defend, indemnify, and hold harmless BSS, its directors, officers, shareholders, employees, and agents from any and all claims, damages, actions, suits, demands, judgments, liability, and costs and expenses of any nature whatsoever (including attorney's fees and court costs, at trial and appellate levels) incurred as a result of production, editing, distribution, or exhibition of any kind on behalf of Client. BSS, or any individual or entity indemnified herein,

shall have the right to retain counsel of its own choosing, at the Client's expense, and Client shall have the right to have its own counsel involved in defense of any of the foregoing.

LIMITATION OF WARRANTY AND LIABILITY: BSS shall not be liable for any loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts and labor disputes of any kind or description, fire, failure of transportation, inability to obtain the services of others, the failure of others to deliver services or facilities, the failure of machinery or equipment, any matter beyond BSS's control, malfeasance or nonfeasance by BSS's employees, agents or contractors, and all other causes whatsoever. Further, BSS shall not be responsible for any direct or indirect damage or loss or any consequential losses of any type of description of the Client, type or description of the Client, including the necessity of the Client to obtain additional personnel, facilities, expense or efforts as a result of any delay, defective production, or other problem, whether or not the fault of BSS. The provisions hereof constitute the sole and exclusive responsibility of BSS regarding the matters set forth herein. There are no warranties, express or implied, of any kind, including warranties of merchantability or fitness for a particular purpose given by BSS, its employees, agents, or contractors in connection with the performance by BSS of its duties pursuant hereto, and the provisions herein are accepted in lieu of all other liability, warranty or guaranty express or implied, in law or in fact. There are no warranties that extend beyond the express written provisions hereof.

CHOICE OF LAW: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. In the event of litigation, the place of venue shall be in the county of Orange in the State of Florida.

MODIFICATION: This agreement shall not be modified or amended by the parties except by written instrument signed by the parties.

PARTIAL INVALIDITY: If any term, provision, convenient, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ENTIRE AGREEMENT: This Agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

REIMBURSEMENT OF TAXES: Any taxes BSS may be required to pay in connection with the Client's material or services performed, including sales tax, will be charged to the Client's account, and shall be promptly paid by the client.

ACCEPTANCE OF TERMS: Client expressly acknowledges, by receipt of services and/or products delivered by BSS to Client or its designee, to the terms and conditions herein contained.

EQUIPMENT RESPONSIBILITY: Client fully understands, and accepts, complete responsibility for all equipment leased to client. Such responsibility shall include, but not be limited to, damage, any necessary repairs, replacement of equipment not capable of being repaired to a fully functional status, loss of equipment, loss of income, and all other forms of loss or damage. All equipment accessories, remote controls, cables, knobs or cases are included in equipment responsibility.

OUTDOOR EVENTS: Due to the outdoor elements' effects on the equipment, a cleaning fee may be applied once the equipment is returned and evaluated.

IN TOWN LABOR: In town labor is considered any work performed within a 50-mile radius of a BSS office.

OUT OF TOWN LABOR: Out of town labor is considered any work performed outside a 51-mile radius of an BSS office. Other than travel day, half days are not applicable to out of town shows. Dark days are billable on out of town shows.

OUTSIDE OF U.S. LABOR: Outside of U.S. labor is considered any work performed outside the contiguous 48 states.

DAY RATES: Day rates are based on a 10-hour day. Certain positions (where noted) may be based on an 8-hour day.

SPLIT CALL (IN-TOWN ONLY – WHERE APPLICABLE) (NON-UNION): A split call is two half-day calls, separated by at least six (6) hours.

MEAL BREAKS: Meal breaks are taken off the technician's hours, provided the break is at least one hour long and the technician is allowed to leave the work site. Meal breaks are only taken in one-hour increments and partial hours for meal breaks are not taken off the total hours submitted. A maximum of one meal break per shift will be taken unpaid.

OVERTIME: Overtime is billed for any work performed beyond ten (10) and up to fifteen (15) hours, excluding one meal break (if applicable). Overtime is billed at 1.5 times the hourly rate.

DOUBLE TIME: Double time is billed for any work performed beyond fifteen (15) hours a day, excluding one meal break (if applicable). Double time is billed at 2.0 times the hourly rate. After ten (10) hours the technician is billed at the overtime rate. After fifteen (15) hours worked, the technician is billed at the double time rate.

OVERNIGHT HOURS: Overnight hours are billed at the 1.5 times the prevailing hourly rate for any hours worked between midnight and 7am.

TURNAROUND: If a technician gets less than eight (8) but more than four (4) hours off between call times, the technician will be in turnaround and will return at the overtime rate for the next shift. The technician will remain on overtime for the entire shift unless they go into double time as detailed above. Turnaround will be in effect until the technician is given at least eight (8) hours off.

CONTINUOUS PAY: If a technician gets less than four (4) hours off between shifts, the hours will be billed straight through continuously.

HOLIDAYS: All holidays (New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, Eve, Christmas) are billed as full days at the overtime rate, with 1.5 times the prevailing rate after ten (10) hours and 2 times the prevailing rate after (15) Hours.

PER DIEM: Per diem is required to be paid to the technician per day for all out of town shows. Per diem amount depends on geographic location and amount of client provided meals per day.

TRAVEL EXPENSES: Travel expenses are required to be paid to the technician for all out of town shows regardless of whether or not meals are provided at the show site. Travel expense amount depends on geographic location.

HOTEL ACCOMMODATIONS (IN-TOWN): Hotel accommodations for technicians may be required for events that end between the hours of midnight and 6:00 am.

HOTEL ACCOMMODATIONS: The client is required to provide a separate hotel room for each BSS technician. If a room is not provided in the same hotel as the show, the time it takes the technician to arrive will be added to the technician's total hours for that day.

TRAVEL DAYS: A travel day is billed for travel to and from an out-of-town show. Travel is based on a full day rate (10 hours). A half day rate (5 hours) may apply for certain regional shows. An outbound air travel day begins 2 hours prior to the scheduled departure time and ends when the technician arrives on site and after any required work is done. A return air travel day begins two (2) hours prior to the scheduled departure time and ends one (1) hour after the actual arrival time. Travel in excess of 10 hours due to any air or ground transportation delays is billable. Any ground transportation, tolls, tips or other incidentals are billable. All hours begin and end according to the time zone from which the technician originates.

VARIANCES: Certain events may incur additional labor policy requirements.

CHANGE ORDERS: A change order is work that is added to or deleted from the original scope of work of a contract, however, depending on the magnitude of the change, it may or may not alter the original contract amount and/or completion date. Change orders will be agreed upon in advance between Client and BSS.