



# Client Agreement

906 Parkman Ave. Los Angeles, CA 90026 PH: 323.665.5274 FX: 323.693.5320

This agreement is between \_\_\_\_\_ (hereafter “Client”) and Martini Crew Booking, LLC, (hereafter “Company”).

## **HOLDS:**

- Client may release a Hold at any time without penalty.
- By placing a Hold on Contractors and equipment for a Job, the Client has the right of first refusal and will be notified if either Contractor or equipment receives a challenging offer.
- If Contractor and/or equipment on Hold receive a challenging offer, the Client must book or release the Contractor and/or equipment. The Client understands that by booking the Contractor, the Client will be subject to a cancellation fee if the Job cancels at anytime.

## **CHALLENGING A HOLD:**

- If the Client requests the services of a specific contractor who is already holding for a conflicting offer, the Client may challenge the conflicting hold.
- At this time, the Contractor may force their conflicting offer to book or release.
- If the conflicting offer releases, the Client is obligated to book the Contractor. Client then agrees to pay a cancellation fee if the Job cancels at any time.

## **BOOKING:**

- When the Client books a Job, they are guaranteeing that the Job will occur.
- Client understands that upon booking a Job, the booked Contractors are now turning down any other potential work offers, and the Company is turning down potential offers for renting out the booked equipment.

## **CANCELLATION:**

- Cancellation of a Booked Job with less than 48 hours notice shall incur a cancellation fee.

## **TIME REGULATIONS (Effective unless specified otherwise in writing by Martini Crew Booking):**

- Full day personnel rates are based on a 10 hour day.
- The Overtime rate per hour = Rate / 10 x 1.5
- Client is subject to overtime rates after 10 hours.
- The Double-Time rate after 12 hours on set = Rate / 10 x 2
- Client is subject to double-time rates after 12 hours on set.
- The crew does not clock out for lunch.
- Lunch breaks must be provided every six hours.
- Break shall be not less than 1hr. uninterrupted if crew is left on own recognizance.
- Break shall be not less than 1/2 hr. if meal is provided on set by Client.

## **LOCATIONS:**

- Locations that fall within the Studio Zone (30 Mile radius from intersection of La Cienega Blvd & Beverly Blvd) will be considered local. Local Jobs clock in at call time and out when they depart location.
- If the location is outside the Studio Zone, the length of the day is calculated portal-to-portal (clocking in at departure from Los Angeles, clocking out upon return).

## **TRAVEL COST:**

- Travel Day per Contractor is the Contractors Half Day Pay Rate.
- Travel day rates may be applicable on which Contractor is only traveling and no photographer takes place.

- Shoots outside the Studio Zone are subject to Per Diem charges based on Cost of Living for shoot Location (\$39.00-\$83.00 per day).

**MILEAGE:**

- 0.565 per mile (IRS 2013).
- Mileage is Reimbursed to Contractor per IRS Guideline if driving is required between locations and/or outside the 30- mile Studio Zone.

**INVOICING:**

- Martini Crew booking will provide an invoice to the Client for services rendered, equipment provided, and any additional expenses incurred over the course of the Client's production, as agreed upon prior to production.
- The invoice shall be dated to correspond to the first day of the Client's production.
- Payment shall be DUE receipt of the Invoice.
- Accepted forms of payment are Cash, Check, or Credit Card.

**FINANCE CHARGES:**

- If full payment is not received within 30 days of the invoice date, the balance is subject to monthly compounded finance charges of 10.00% in addition to the balance owed.

**HARD DRIVE RENTAL**

- \$40.00 (Per Day) will be charged for renting a Hard Drive from Martini. If any damages occur that results in the Hard Drive not working properly, Martini will charge an additional fee for the current day value of the Hard Drive loaned.

**Agreed To By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name