

MPE General Policy for Field Shoots

Crew

A standard crew will consist of 2 people unless otherwise specified. The functions performed by those people will be that of one camera operator and one sound recordist.

Equipment

A standard video package is included and the specific equipment is listed in a separate attachment.

Additional services

Additional services may be rendered by MPE as necessary that may not appear on the project agreement. Those additional services will only be rendered with verbal or written approval of the client.

Production services fee

MPE reserves the right to charge a 25% production services fee for any project that is larger than a 2 person ENG shoot.

10 Hour Portal to Portal basis

All shoots are based on a 10 hour portal to portal basis originating from Manhattan Place Entertainment at 310 east 44th street in NYC.

-All travel to and from locations is considered part of the 10 hours.

-15 minutes will be allotted on each end of the day, prior to traveling to the first location and after returning from the last location, for the crew to prep/return equipment, and this will be considered as part of the 10 hours.

Crew Calls

-Unless otherwise specified, crew call times will be calculated from the time that a crew member is assigned to arrive at Manhattan Place Entertainment.

-Crew calls will be determined on the basis of assigning crews to arrive at MPE 15 minutes in advance of departure time for the first shoot location (This allows for prep/load-in time). -Under certain circumstances, a member(s) of a crew may have a crew call that can originate from a location other than Manhattan Place Entertainment. Those crew calls will be charged on a portal to portal basis from their point of origin.

-Crew calls that don't originate from MPE will be calculated by assigning crew members to arrive at a designated location with a 15 minute allowance for prep/load-in time prior to departing for the first shoot location.

-Manhattan Place will make every attempt to keep call times as efficient as possible as per the shooting schedule.

Breaks

A minimum 30 minute break must be provided for the crew within the first 6 hours of the call time. If a break is not given within the first 6 hours, then a 1.5 hour overtime penalty will be charged in addition to the base rate for every crew member for each hour beyond the 6th hour and up until the time a break is given.

-a minimum 30 minute break must be given within every 6 hours that a crew is on assignment. If a break is not given then a 1.5 hourly rate will be billed on top of any overtime rates that might apply at that time. The 1.5 hourly rate for missed break times will be billed for the duration beyond any 6 hour span that does not include a break until the time a break is given and is calculated on the 10 hour base rate for each crew member.

Meals

A meal break must be given within 6 hours of the crew call time. This relates to the break policy above. If a meal is provided by the client, then a 30 minute meal time is acceptable. The 30 minute duration begins at the time the last crew member is served a meal.

-MPE reserves the right to approve all food that is served on location to its crew members. In cases where food is unacceptable, MPE crew members will have the right to obtain acceptable food and will be reimbursed for the cost of the meal and any related charges for obtaining the meal as well.

Manpower Overtime rates are charged as follows:

10th -12th hours 1, 5 times rate

13th -14th hours 2x times rate

15th -hour forward 3x times rate

Short turnaround

Short turnaround will be charged for a turnaround time of less than 10 hours. It will be billed at the prevailing rate of the previous shift. It will stay in effect until (10) hours has elapsed from the out time of the previous shift.

Travel

All conditions apply as stated above.

-On shoot days- call times will originate from the home base of the crew and will allow for 15 minutes of prep/return for equipment on each end of the day.

-All 2 person crews will be assigned at least one vehicle for transportation of equipment and manpower. Additional vehicles may be necessary and will be billed to the client on an as need basis.

-Each crew member will be assigned a private room in a place of lodging that is approved in advanced by MPE. In a case where private rooms are not made available the client will be responsible to pay 400.00 per day for any crew member that does not receive a private room.

-The private room policy will not be waived unless prior consent is given in writing by MPE.

-A \$50 Per Diem fee will be paid to each crew member for every overnight stay that is incurred.*

-Short turnaround is in effect for all travel days.

-Travel days that exceed 6 hours from the call time will be charged on a full day basis.

-Travel days that exceed 12 hours will incur additional charges. Manpower will be paid on a straight time hourly rate for every hour in excess of 12 hours for travel days

-MPE will bill clients for all ground transportation charges that are incurred by crews on their way to and or returning from out of town trips. This includes a crew members travel to and from MPE's offices from their homes.

Equipment Travel Days

Unless otherwise arranged, equipment will be charged on a full day basis for every day that the equipment is out of MPE's offices.

International Travel

MPE requires that at least 2 internationally capable cellular phones are provided for every job that takes place outside of the USA.

-MPE will provide one phone to production and one for the crew in order to allow everyone to stay in proper communication in unfamiliar places.

Tape stock

All tape stock that is provided by MPE is additionally billed.

Parking/Tolls

All parking charges and tolls that are incurred on a project by MPE will be paid for by the client for every vehicle that MPE provides.

-Mileage for any MPE provided vehicle will be charged at a rate of .48 *

-Additional vehicles will be charged at the rate of 145.00 per day + mileage*

Taxes

NY State sales tax will be charged on jobs except where a client provides a valid NY State tax exempt certificate or a bona fide NY State resale certificate.

Payment Terms

Payment terms are net 30 days unless otherwise agreed to in writing by MPE

-Any invoice that is not paid within 30 days of the job date is subject to a 1.5% monthly finance charge.

-MPE reserves the right to collect all or part of the payment for the job in advance.

-The client fully understands and accepts responsibility for paying any legal fees that are incurred by MPE for collecting outstanding sums of money for contracted services through MPE that are not paid within the agreed upon payment terms.

*subject to change without prior notice

Confirmation Agreement/Cancellation Policy

This agreement is for the purpose of contracting and confirming production services that will be provided for by Manhattan Place Entertainment (MPE) and for any services that would be subcontracted by MPE for the client named in this agreement.

The client understands that a signed confirmation agreement is a binding agreement and therefore once signed, the client is financially responsible to MPE for the services that are listed below in the project agreement as per the terms stated in this policy letter.

Once a confirmed status for a project is given to MPE by the client (verbal or written), the client assumes full financial responsibility for the shoot under the following terms:

(1) If for any reason other than an act of God ie: an earthquake or natural disaster, that a confirmed shoot is canceled more than 24 hours prior to the specified shoot date, the client understands and agrees that they are responsible to pay MPE a 50% cancellation fee for all contracted services for the confirmed date(s), unless otherwise agreed to in writing by MPE. MPE must be notified in writing of all cancellations. The unit of time for cancellation is based upon when MPE receives the cancellation notification and not when it is issued. ie: if a client attempts to cancel after business hours and it happens to be 25 hours or more than the scheduled time for a confirmed shoot, the unit of time to measure the cancellation by is based upon when MPE receives it. Cancellations will not be received by MPE after 5:30 pm on weeknights and not prior to 8:30 am on weekdays or on weekends. MPE will make every attempt to provide an after hours contact for notification of cancellations however, it is understood that MPE has no obligation to and may not be able to provide available personnel for this purpose.

(2) If for any reason other than an act of God, the client cancels a shoot 24 hours or less from the date of the confirmed shoot, the client agrees and understands to pay MPE a 100% cancellation fee for all contracted services for the confirmed date unless otherwise agreed to in writing by MPE.

*Inclement weather does not fall under the act of God scenario for this agreement and is not accepted as a valid reason for cancellation.

I have read, understand and agree to the terms of the general field shoot policy letter, the confirmation/cancellation agreement, and the project agreement.

I _____ hereby agree to the terms listed above and wish to contract with MPE for the following date

By signing below I/we understand that the status for this project is confirmed for the specified date(s) listed here.

Client

Date