

HENRI RAPP

RECORDING

Rate Card & Deal Memo

Union Commercial Labor:

Sound Mixer.....\$88.30/Hour or \$971.30/10

Non-Union Labor / Service Rates:

Sound Mixer (Day Rate).....\$800/10 Hours
Minimum Call.....10 Hours
Overtime After 10 Hours.....1.5x/Hourly
Overtime After 12 Hours.....2x/Hourly

Other Fees:

Travel Day.....Day Rate
Mileage.....IRS Mileage
Per Diem.....GSA Rates
Outside Local Area.....Portal To Portal
Local Area.....30 Miles

Interview Package.....\$475

- 1 - Field Recorder & Mixer
- 1 - Boom Microphone Kit
- 1 - Wireless Lavalier Kit
- 1 - Timecode Sync Box
- 1 - Timecode Smart Slate

'À La Carte' Equipment.....Each
Field Recorder & Mixer.....\$175/Day
Active Noise Suppression.....\$50/Day
Boom Microphone Kit.....\$75/Day
Stereo Microphone Kit.....\$125/Day
Wired Dynamic Mic.....\$25/Day
Wireless Boom Mic Kit.....\$125/Day
Wireless Lavalier Mic Kit.....\$100/Day
Wireless Handheld Mic.....\$75/Day
RF Distro & High Gain Antennas.....\$100/Day
Wireless Camera Link (Mono).....\$75/Day
Wireless Camera Link (Stereo).....\$150/Day
Timecode/Genlock Sync Box.....\$50/Day
Timecode Smart Slate.....\$75/Day
IFB Headsets.....\$50/Day
USB Audio Interface (2 I/O).....\$50/Day
Computer.....\$75/Day
Timecode Transcription MP3s.....\$50/Day
Timecode Playback Kit.....\$450/Day
Active PA Speakers (Pair).....\$200/Day
Dante Headphone Amps.....\$40/Day
Expendables (5+ Days Only).....\$200/Week

Additional Gear Available Upon Request

Terms of Service:

Payment Terms: All payments are due within 15 days of invoice date (Net 15) unless explicitly negotiated in writing beforehand. Multi-week projects will be invoiced weekly. **Late Fees:** Invoices unpaid by invoice due date are subject to a 10% late fee compounded monthly until which time invoice and late fees are paid in full. Payments must be issued with processing and mailing time factored in order to avoid late fees.

Cancellation Fees: Once a shoot is confirmed all productions are subject to cancellation fees. Cancellation fee for less than 72 hours from shoot dates will be 100% labor & equipment, whereas cancellations 3 to 7 days prior to shoot dates are subject to 50% labor & equipment. Any cancellation with 7 to 14 days notice is subject to a 100% labor and equipment costs if other work has been turned down after confirmation of production dates. Cancellations with more than 14 days notice will not be subject to any fees for cancellations. Rescheduling shoot dates are only subject to a cancellation fee if other work has been turned down since production was confirmed, in which case the rescheduling fee will be 100% labor and equipment for the originally scheduled production dates.

Vendor Relationship & Payroll: The relationship between Production Company / Client and Henri Rapp, LLC must be considered that of a vendor (Invoiced & W9/1099 Tax Classification) providing services and rented equipment. In the event a production is under union jurisdiction, payroll may be considered for labor only as "Loan Out", but all equipment rentals must be still be paid directly to Henri Rapp, LLC as a vendor regardless of processing labor through a payroll company. Payroll processing as an employee and not a loan out is forbidden.

Equipment Definitions: All tools and equipment rented from and/or provided by Henri Rapp, LLC must be defined as an Equipment Rental and not as a "kit fee" or similar.

Travel: All costs of travel and/or working on location including but not limited to hotels, flights, meals, rental vehicles, fuel, tolls, per diem, parking, visas, carnets, gear baggage fees, etc are the sole responsibility of the production company / client. Portal to Portal billing is defined as billable hours starts from wheels up at homebase to return to homebase after wrap.

Meals: A hot meal & meal break must be provided by or before 6 hours past call time. If working longer than 12 hours a second meal & meal break must be provided by or before 6 hours from the end of the first meal break. If production / client fails to provide a meal & meal break by or before the 6 hour mark, production will be subject to meal penalties at two times the hourly rate billable in 15 minute increments beyond 6 hours until a meal & meal break is provided. All meals breaks are considered 'on the clock', and are therefore considered billable time.

Additional Terms for International Clients: Payment is due by end of production dates and before release of any recorded media and/or audio files to Production Company / Client.

Insurance: Production Company / Client is required to list Henri Rapp, LLC as additionally insured & loss payee with a valid certificate of insurance prior to the first day of the production. Insurance must cover equipment rented from Henri Rapp, LLC and General Liability. In the event of an insurance claim, an insurance deductible is the sole responsibility of the Production Company / Client.

Liability & Damage Responsibility: Production Company / Client is responsible for any and all loss, damage, and/or theft of equipment during the term of the production. Production company / client agrees to cover 100% of the replacement cost of equipment (or nearest equivalent if equipment is discontinued as determined by Henri Rapp, LLC) and rental of equivalent equipment until lost, damaged, and/or stolen equipment is replaced.

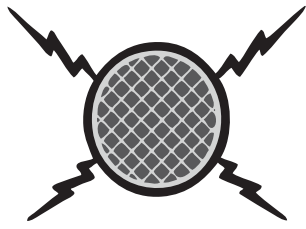
Replacement cost will be invoiced for and is due immediately upon invoice submission. Production Company / Client furthermore extends the same liability & damage responsibility to equipment owned by third parties and rented to Henri Rapp, LLC on behalf of the Production Company / Client during the term of the production.

Copyrights: In accordance with USC Title 17, any works created by Henri Rapp, LLC on behalf of Production Company / Client are considered "works for hire". Until invoice for rendered services is paid in full, Henri Rapp, LLC retains the copyrights and authorship to all sound recordings, audio recordings as standalone or part of a larger audiovisual work, digital audio files, and phonorecords fixed to any media or stored on any device including but not limited to hard drives, SD or CF cards, computers, embedded in video files, recorded to cameras or VTR machines, etc. Upon full payment of invoice for services rendered, the copyright ownership automatically transfers to Production Company / Client and are henceforth considered the author in accordance with "works for hire" definitions under USC Title 17.

NDA Agreements: Henri Rapp & Henri Rapp, LLC are willing to sign nondisclosure agreements provided the NDA does not restrict Henri Rapp, LLC from disclosing the name of the end client 6 months after production has concluded for promotional purposes.

Estimates: Any estimate provided should only be considered a quote based on the information provided and final invoice total may change based on labor overages, additional equipment, or expense related to the production.

Negotiations: Any negotiated rates or terms different from what this rate card and deal memo terms states must be in writing and signed by both parties (Production Company / Client and Henri Rapp, LLC).



Production Estimate & Deal Memo

Production Details

Production Company / Client Name: _____

Production / Shoot Dates: _____

Production Identifier: _____ Labor / Service Rate: _____

Amendments to Terms (If Any):

Equipment Per Day: _____

Rented Equipment:

Production Company / Client

Henri Rapp, LLC

Henri Rapp, Owner

Printed Name & Title

Printed Name & Title

Signature

Signature

Date

Date