

Tulip Films General Terms and Conditions

1. Services: Tulip Films (the "Agency") agrees to provide the Client with the video production services as outlined in the order or proposal (the "Services").
2. Payment: The Client shall pay the Agency the fees set out in the proposal or invoice, within the timeframe set out in the invoice. If no timeframe is indicated, payment will be 50% at booking and 50% within 14 days after the first shooting date.
3. Intellectual Property: The Agency reserves the right to use all content and footage without restriction for advertising, portfolios, and other lawful purposes. The clients waive the right to inspect any content produced from the Services, and the right to restrict the use of the images or footage from the listed Services by the Agency. All video masters, raw footage, photographs and audio remain the exclusive property of the Agency.
4. Cancellation and Refunds: Unless specifically agreed otherwise; If the Client cancels the Services more than 30 days before the commencement date, the Agency shall refund any payments made by the Client. If the Client cancels the Services less than 30 days before the commencement date, the Agency shall retain any payments made by the Client.
5. On its own behalf and on behalf of the subject: Clients acknowledge that they are familiar with the Agency's portfolio and are requesting services with knowledge of the Agency's style and that the Agency's work is constantly evolving; that the Agency's services are of a unique and artistic nature; that the video may be different from videos done by the Agency in the past; and that in creating the videos we shall use our own creative artistic judgment to create videos consistent with our personal judgment and consistent with our vision of the event, which may be different from the clients and or the subject's vision of the event. Accordingly, client acknowledges that the videos shall not be subject to rejection on the basis of taste or esthetic criteria.
6. Drone footage: The clients understand that the possibility of flying a drone is subject to numerous conditions. Such as safety, weather conditions, permissions etc... Although the usage of a drone might be included in the Services, clients accept that the Agency cannot guarantee that the final product will contain any drone footage. The clients accept that the presence or absence of drone footage in the final video does not change any part of the Services, and in specific, will not change the total price.
7. The Agency will include content (mostly music) in the final edit chosen by the Agency on its own creative artistic judgment. This content is included in the price and will be free of royalties and useable by the clients online, on social

media and YouTube/Vimeo. These royalties do not contain permission for broadcast on television and/or for large audience events exceeding one million viewers. Videographer does not own royalties over content that will possibly be played or shown during an event, or specific content requested by the clients to include in the edit. Therefore it is the client's own risk and responsibility to make sure that any of the content in the final video is free of royalties.

8. Clients assume all responsibilities for obtaining any necessary permission, clearance permits, etc., which may be required for the Agency to perform the Services, public or private. Clients assume all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of, or inability to use, such camera positions. The clients warrant that they have the legal rights to anything the Agency will videotape, including photos, musical recordings, videotapes, or any other materials delivered to the Agency for inclusion in the client's video.
9. The videographer is not responsible for dark or grainy video resulting from inadequate lighting or electrical or mechanical malfunctions on location that are beyond his control.
10. Revisions: The Agency will make a revision to the final work as per the client's request but will charge extra for any major changes.
11. Delivery: The Agency shall deliver the final work to the Client in the format specified in the Services.
12. Liability: The Agency shall not be liable for any loss, damage or expense suffered by the Client as a result of any breach of this agreement by the Agency.
13. Governing Law: These terms and conditions shall be governed by and construed in accordance with the laws of Switzerland.
14. Entire Agreement: These terms and conditions constitute the entire agreement between the Agency and the Client and supersede all previous agreements and understandings between the Agency and the Client.
15. Changes to the Agreement: The Agency reserves the right to change these terms and conditions at any time without notice.