



A I R S E A L A N D P R O D U C T I O N S I N C .

SERVICE TERMS & CONDITIONS

All prices are daily rates unless indicated otherwise. Weekly rates and monthly rates are available upon request. All equipment is thoroughly inspected, cleaned, and in good working condition when it leaves Air Sea Land Productions, Inc. (ASL)

The **customer pays** all transportation costs including parking, tolls, fuel, and extraordinary expenses. Expense reimbursements will be totaled on the lessee's invoice and are to be paid at the same time invoice is tendered. Charges for ASL vehicle delivery and pick up are determined by location, time of day, and quantity of equipment. (Delivery/Return fee is \$100 unless otherwise specified). Vehicles are equipped with onboard AC generators and cell phones. Use of said items by lessee are subject to additional charges.

If the equipment must be shipped to a location, then it is up to the client to make all shipping arrangements and to provide us with all the necessary details – shipping name & address, shipping account number and shipping service. We are not responsible if incorrect shipping information is supplied to us, or if a specified shipping service is not available for the specified shipping address, thus causing a delay in receiving the equipment.

All lessees must open an account with us by providing a valid company credit card, and bank and billing information. All first-time lessees understand that their credit card will be authorized for the amount of rental, and for the replacement value of the equipment if insurance is not provided, and that their invoice will be due upon receipt. At the end of the rental, lessee will have the opportunity to pay by check within 10 days. For future rentals, lessee will be net 30. **Unpaid invoices that are past due will be charged 1% of the total invoice due for each month lapsed. Payments due for rentals are, at all times, independent of the customer's dependence on performance by any other parties in relation to this contract.**

ASL requires that a valid credit card number be held on file with the account. In addition, any charges over a thousand dollars will be charged a processing fee of 2.4% for MasterCard/Visa and 3.5% for American Express. Lessee hereby acknowledges and accepts that should payment on any invoice be 10 or more days late, Lessee's credit card will be charged the full amount, plus any late interest charges due, a processing fee, and all discounts will be voided. Any insurance deductibles for repair/replacement of ASL equipment will be charged to credit card as well.

Lessee is liable for all attorney fees and costs associated with any action to collect balances of unpaid invoices or payments due from any contract, and bank fees incurred for bad checks.

The Lessee assumes full responsibility for all rented items in their care and custody, whether an ASL employee is operating said equipment or not, and agrees to compensate ASL for the full replacement value should said equipment be lost, stolen, broken, or damaged by any cause whatsoever. **ASL may deem an operator or technician necessary, depending upon the specifications of the proposed job.**

Lessee further agrees to compensate ASL for costs incurred in the cleaning and maintenance of the equipment necessarily caused by use of the Lessee in inclement weather. For **underwater HD shoots**, if the aspheric lens gets scratched or damaged, the replacement cost is \$1200.

Single-day job cancellations are subject to a fee of 50% of the equipment rental and 100% of the personnel if cancellation is received within 24 hours prior to the call time. Multi-day day job cancellations are subject to a fee of 50% of the equipment rental and 100% of the personnel if cancellation is received within 72 hours prior to the call time. Any job that involves travel days, whether driving or flying, are subject to 50% of the equipment and 100% of the personnel upon cancellation. All expenses incurred by ASL in connection with such cancellations shall be paid in full by the Lessee. You cannot contact us on the weekend or a holiday to cancel a job; only from M-F 9-6pm.

All lessees are required to provide proof of insurance for all equipment. Lessee hereby authorizes ASL to charge lessee's credit card account with the amount of any insurance deductible should there be a valid insurance claim. Lessee is responsible to pay all deductibles. See separate page annexed regarding insurance requirements.

Advance deposits up to 50% may be required to hold equipment and/or reserve personnel. This may be paid via company check, cash, or via a credit account. Balances are due prior to or upon completion of production shooting, as per ASL conditions and invoice terms.

Crew call times must be assigned 24 hours prior to set schedule, or by 4pm the day prior to the job whichever is earlier to avoid an additional \$100 charge.

Crew rates are based on (10) hour days portal to portal (including meal breaks) unless production schedule arrangements are made with ASL prior to start date. Crew overtime charges are based on time and a half per hour up to two hours and are rounded up to the nearest half-hour; and double time for each hour thereafter; (up to two hours) then triple time begins. (8-10hrs. @1.5 / 10-12hrs @ 2.0) (10-12hrs. @1.5 / 12-14hrs. @ 2.0) Missed meal charges begin after the fifth hour @ 1.5 hours overtime rate per crew member.

As for Holidays and short turnaround days, Crew rates are based on a 10 hour day @1.5 all day, then from 10-12 hrs @ 2.0 and anything after 12 hrs @ 3.0.

Short turnaround charges apply for any job in which the next day's call time is within eight (8) hours of the current day's wrap time. For all jobs outside of the five boroughs, short turnaround charges apply for any job in which the next day's time from leaving ASL's shop is within eight (8) hours of the current day's return time to ASL's shop.

Location load ins/outs outside of normal circumstances (rooftops, up/down stairs, and on uneven terrain) require additional assistance from lessee in the form of p.a.'s and grips to aid our crew. ASL must be informed of such load ins/outs prior to production and will determine if additional employees or crew from lessee are needed. **Failure to notify ASL of load in/out difficulties will result in a minimum charge of \$500.**

Crew travel days not exceeding five (5) hours are billed at half the crew rate. **Any travel time that exceeds the five-hour rate will be billed as a full crew day.** Per Diem must be made available at a rate of 50.00 dollars per day per crew member for all overnight locations of more than twenty-four (24) hours. **Per diem will be sent in advance if time permits. Per diem shall be paid regardless of whether meals are provided by the client.**

All prices and specifications are subject to change without notice. **Any discounts will be voided if an invoice is not paid within 45 days.** Additional terms and conditions are listed on the Customer Estimate or Invoice and insurance page.

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party. **This agreement will remain in effect for perpetuity.**

Any party signing this agreement on behalf of the Lessee represents that he/she is an agent for, and/or is authorized to sign this agreement with the full knowledge and consent of the Lessee. Irrespective of whether this agreement is signed & returned to us prior to a job all above terms & conditions will automatically be applied.

Signature: _____ Date: _____

Lessee (Print Name): _____

**PLEASE REVIEW AND SIGN. FAX BACK TO:
ASL PRODUCTIONS INC - (718) 626-1493**