

HERBITY PRODUCTIONS | GENERAL INFORMATION

The content contained in this document does not represent a contract or agreement between two parties.
Each category is customizable to your specific needs. Please do not hesitate to bring forward comments or concerns for discussion.

DATE HOLD

Once your event date has been confirmed as available, we will hold your date and will not book with another client on that date unless or until this hold is removed. This hold will remain in effect until an initial meeting with you and a member of the Herbity Productions team and during any negotiations thereafter. Once a proposal has been sent to you, the date hold will remain in effect for 72 hours after the receipt of that proposal, at which time the date will again be open to the public unless a contract has been signed and the deposit has been received. If the first meeting is cancelled or postponed, the date hold will be extended to the rescheduled meeting; however, if the rescheduled meeting is again canceled, the date hold will expire and will not again be extended.

PRICING MODEL & PAYMENT PLAN

The Herbity Productions pricing model is based on an itemized and hourly framework and an itemized invoice will be included with any proposal or contract. Our standard payment model is 50% of total price due at signing of the contract and the remaining 50% due at completion of the project, signified by delivery of the final video file without watermark. Payment can be made with cash, check, or via electronic invoice through PayPal or Wix.

TRAVEL & MILEAGE

For events that require travel by the videographer(s) of greater than 60 miles each way (or 120 miles round trip), Herbity Productions will charge a rate of \$0.50/mile for the entirety of the round trip mileage calculated by the Apple Maps app. For an event that requires travel greater than 120 miles each way, Herbity Productions will charge the same rate per mile and, in addition, the cost of one night hotel stay for the night following the event. For an event requiring travel greater than 240 miles each way, Herbity Productions will charge for mileage and the cost of two nights stay in a hotel—one the night before the event and one the night after.

FINAL PRODUCT: REVIEW & AMENDMENT

On completion of post-production, Herbity Productions will send you a draft of the work(s) created. Once you have received it, you will have 24 hours to review and approve it or request revisions. We will provide up to two rounds of revisions of the final work presented to the you. If the video is revised and again delivered to the you, the same approval criteria will apply to the redelivered video. We will make every reasonable effort to incorporate your suggested revisions; however, Herbity Productions will have final say regarding aesthetic judgement and artistic quality of the final work.

DELIVERY OF FINAL PRODUCT

Once review and approval of the final work has been completed, the final video of the completed work will be delivered to you on a USB-A flash-drive. Additional forms of delivery are available on request.

COPYRIGHT & PROMOTIONAL RIGHTS

Herbity Productions will retain ownership of copyright for anything we create or produce, meaning that we are the only one authorized to make major edits or manipulation to the footage—either raw footage or the edited end product. Once the completed work has been delivered to you, you may use it for commercial and personal purposes including on your social media pages or profiles, your website or in your own advertisements. This right is non-transferrable and, therefore, does not apply to selling the end-product or the rights to the end product to a third party. In addition, we require a model release to be signed along with the contract by both the bride and the groom that grants Herbity Productions the limited right to use your likeness in distribution, advertising and promotion of the Herbity Productions business and brand. This release does not allow Herbity Productions to sell your product or likeness to a third party or to use it for purposes other than promotion of the business.

SOUND DESIGN LICENSE & USAGE

All sound design used in the production of Herbity Productions video services are fully licensed for audiovisual production worldwide on all online channels, social media and video sharing platforms. If monetization or claim is made on your channel or video publishing location, this claim can easily be released by notifying Herbity Productions and providing us with a URL for the video on which the claim has been made. Any Herbity Productions video file can also be cleared ahead of time by providing the us with a URL in the same manner prior to any claim being made.

Herbity Productions basic sound design is not licensed for broadcast or satellite television, theatrical release, commercial streaming or download services, feature films, trademarks or in any manner or context that is defamatory, illegal or inciteful of an illegal act, immoral, racist, hateful or discriminating against any person based on race, nationality, religion, ethnic identity, gender identity or sexual orientation, or in connection with political promotion, advertisement or endorsement of any party, candidate or elected official. Herbity Productions basic sound design is not licensed for a company with market value greater than 1 billion USD or for a publisher with annual turnover of greater than 10 million USD.