

## SCOPE OF WORK / FEE STRUCTURE

<b>Business / Client Name</b>	Colac Otway Shire
<b>Contact Details</b>	Peter Macdonald
<b>Business overview</b>	Colac Otway Shire were successful in receiving funding from VicHealth through their Victorian Local Government Partnership (VLGP) funding. This funding is for a project supporting young people to storyboard, film and present a film documenting the key areas that they have identified impacting on them through previous workshops - provision of youth services, social connections, transport, mental health, healthy eating and active living. The film will record young people talking about the impact on themselves and their community and the actions that need to be taken to change the narrative.

<b>PROJECT OVERVIEW</b>	Throughout Term 1 and Term 2 2023 Roseneath Creative will deliver an engaging, educational series of workshops to a group Colac Otway Shire Youth. The workshops will simultaneously teach the various aspects of film production, whilst also exploring ideas, issues and themes which affect the young people of Colac Otway Shire.	
<b>Project Cost</b>	<p><b>inclusive of;</b></p> <p><b>Planning</b></p> <ul style="list-style-type: none"> <li>- Explore the potential of IOS and Android based video editing apps suitable for general workshop use.</li> <li>- Development of resources / learning materials</li> </ul> <p><b>Project Delivery (Pre-production)</b></p> <ul style="list-style-type: none"> <li>- Series of approx 4-6 workshops</li> </ul> <p><b>Project Delivery (Production)</b></p> <ul style="list-style-type: none"> <li>- Series of approx 2-3 workshops- Facilitate the shooting of content, capturing interviews, recording B-roll footage</li> <li>-Provision of film making equipment (two cameras, lighting equipment, audio recording equipment)</li> <li>-Development of still frames (social media tiles) through the process to engage the community prior to the launch.</li> </ul> <p><b>Project Delivery (Post-production)</b></p> <ul style="list-style-type: none"> <li>- Series of 2-3 workshops to explore the editing process. Explore techniques, colour grading, applying text, titles and music.</li> </ul> <p><b>Screening</b></p>	<b>\$ 18,500 + GST</b>

	<p>- Working with the participants and other key stakeholders, facilitate the launch / screening of the finished film(s).</p> <p>-Create promotions, print and online materials to promote the launch.</p> <p><b>Light catering for each workshop</b></p> <p><b>Travel - Allowance for a hire bus on two days of production in order to gain access to a range of locations.</b></p>	
--	--	--

<p><b>NOTES</b></p>	<ul style="list-style-type: none"> <li>• The location is TBC but proposed would be a space at the Library / CSC or COPACC. A room suitable for 20 + people with tables, chairs, projector and sound system.</li> <li>• <b>Deposit</b> In acceptance of this proposal, a deposit of 30% will payable to confirm the booking</li> <li>• <b>Works Completed outside of this scope</b> In the event that additional / variations to works listed are requested these will be invoiced as additional works at a rate of \$100p/h.</li> </ul>
---------------------	---

**ROSENEATH CREATIVE**  
**Terms & Conditions**

It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

**Booking Fee**

The Booking fee of 30% secures the date, time and services of Roseneath Creative and is non-refundable or transferable.

**Prices**

All prices stated are subject to the discretion of Roseneath Creative and take into account

- Preproduction, Production, Post production, and Correspondence.

Direct deposit payments are accepted and are preferred. Banking details will be provided to the client on the invoice.

**Payments**

Initial payment of 30% is payable on commencement of the project.

The remaining balance is to be paid in full prior to supply of final content

The following applies unless alternative payment terms are agreed upon in the scope of works / fee schedule.

Following payment of the 30% booking fee, the balance of payment is due prior to the delivery of approved edited content.

**Cancellation**

The Client may cancel this contract at any time by giving written notice to Roseneath Creative but in doing so shall forfeit any monies paid.

Cancellation less than 7 days before a scheduled shoot date will result in payment of 50% of the contract amount.

Cancellation less than 48 hrs before a scheduled shoot date will result in payment in full of the contract amount.

All cancellations must be in writing.

**Ownership** The raw footage is not provided to The Client unless agreed otherwise in writing. The Premiere Pro timelines, After Effects, Photoshop, Final Cut, Audition are Roseneath Creative's' intellectual property and are not supplied. The Raw Footage, video files, audio files and edited video files including all copyright remain the property of Roseneath Creative until full payment is made for the Services. Where Services remain unpaid or in the event that a final agreed payment is not made, Roseneath Creative reserves the right to withhold all recordings and finished works and use all or portions of the recordings and finished works for display, promotional or commercial purposes. Copyright in all video, images, audio, lyrics or musical composition included or recorded in the edited video or recorded by equipment used by Roseneath Creative will remain the property of the author or legal entity owning the copyright.

If the Client requires any Raw Footage to be provided, the Client must pay Roseneath Creative an additional fee.

**Film**

Roseneath Creative will record video footage at a frame rate deemed most suitable for the given project. It is the responsibility of the client to make clear in writing if a particular frame rate is required.

Roseneath Creative will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibers. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

**Model Release & Copyright** This contract serves as a model release giving Roseneath Creative the irrevocable right to use the photographs and video content in all forms and in all media and in all manners, without any restriction as to changes or alterations, for the sole purpose of promoting Roseneath Creative.

All digital content captured and produced by Roseneath Creative remain the property of the Roseneath Creative. The client hereby waives any claims for ownership, income, editorial control.

If in the possession of a purchased high-resolution digital file, Roseneath Creative grants the Client the right to reproduce the images provided for their personal use only and does not allow the photos to be altered, sold or published. Client further agrees not to supply images to any professional third parties, without permission from Roseneath Creative which shall not be unreasonably withheld.

#### **Delivery Times**

Roseneath Creative will provide an estimated delivery date to the client. Factors for determining delivery time include: project complexity, production hours required, approval viewing, and revisions.

Delivery times shall be agreed upon by the client and Roseneath Creative and documented in the final scope of works.

It is the Client's responsibility to keep several copies of any CDs/DVDs or digital media in more than one location and back the content up on another format such as a hard drive or cloud storage.

#### **Artistic Licence**

The Client acknowledges and agrees that editing finished works may include elements of artistic expression and interpretation. Roseneath Creative reserves the right to use 'Artistic Licence' in any commissioned works that require editing or the production of finished works. The re-editing of commissioned works is offered as an optional extra by prior arrangement. A quotation for re-editing will be provided by Roseneath Creative on request.

#### **POST PRODUCTION AMENDMENTS**

Two (2) rounds of edit amendments applies. Roseneath will provide the Client with 'version one (1)' of an initial edited video file. The Client must notify Roseneath Creative of all proposed changes within fourteen (14) days of receipt of the draft copy, constituting 'round one (1)' of amendments. Once the proposed changes have been made, Roseneath Creative will provide the Client with the 'version two (2)'. The Client must notify Roseneath Creative of all proposed changes within fourteen (14) days of receipt of the draft copy, constituting 'round two (2)' of amendments. Once the proposed changes have been made, Roseneath Creative will provide the Client with the final version in the agreed format, or the 'version three (3)', which follows the same procedure as previous rounds. Additional rounds of amendments will be charged at our applicable post production hourly rate and added to the final invoice. Please be aware each round of amendments (even for a short sequence) takes a considerable amount of time to check, render & upload for review. It is recommended to avoid drip-feeding amendments throughout the process as this will increase the number of amendment rounds required.

#### **FAILURE OF EQUIPMENT OR ILLNESS OF ROSENEATH CREATIVE EMPLOYEES AND CONTRACTORS**

Whilst all reasonable care and preparation is taken for videography and editing, Roseneath Creative will not be liable for any compensation except for return of any Deposit paid, should a failure occur in all or any of the electronic equipment used or due to illness of the operators or person(s) employed or engaged by Roseneath Creative or because of an unforeseen event or any dispute regarding the ownership of recorded materials

#### **SUB-CONTRACTING**

Roseneath Creative reserves the right to sub-contract any Services that Roseneath Creative has agreed to perform for the Client as it sees fit.

#### **RIGHT OF REFUSAL OR TERMINATION**

Roseneath Creative reserves the right to terminate the provision of Services, if:

- 1 the videographer, or any person(s) employed or contracted by Roseneath Creative is placed in a position where there is an actual or apparent risk of injury; or
- 2 there is a risk that any of the equipment used may be damaged.

If Roseneath Creative terminates the provision of Services then any Deposit paid by the Customer is non-refundable. Roseneath Creative may seek compensation from the Client for any loss or damage suffered.

#### **Display**

Roseneath Creative may use any images included in this contract in their studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising, slide shows or commercially.

#### **Force majeure or Act of God**

If Roseneath Creative cannot carry out an obligation under the Contract either in whole or in part because of anything outside its reasonable control, including without limitation, fire, flood, storm, earthquake, explosion, accident, road or rail closures, rail derailment, wharf delays, war, terrorism, sabotage, epidemic, quarantine restriction, labour dispute or shortage, act or omission of any third person or public authority, then DVE's obligations under the Contract will be suspended for the duration of the event or waived to the extent applicable

#### **Attendance**

In the unlikely event of Roseneath Creative not being able to attend the scheduled shoot/event due to unforeseen circumstances, we reserve the right to appoint another contractor to attend on our behalf to undertake the works as set out in the scop to his / her best ability.

If you agree to the stated scope, fee structure and terms. Please sign below and return at your earliest convenience.

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature