

This document is a sheet of terms and conditions under which Baklight provides its services to the person, company or entity whose name appears in the personalized budget submitted prior to the contracting of one of our services, and to whom hereafter will name, THE CLIENT.

By accepting this document in writing, THE CLIENT accepts and confirms the terms and conditions that are listed below.

#### Office Hours

- -Monday to Friday: 9 am to 2 pm and 4 pm to 7 pm
- -There are Emergency Guards for pick up and deliveries outside the specified hours (in case of requiring pick up and/or deliveries outside these hours, availability must be confirmed and will have an extra cost)

#### Application for Equipment and / or production services.

The CLIENT must request the equipment and / or services in writing, via internet, on letterhead, specifying the following information:

- A) Name of the project.
- B) Shooting dates.
- C) Equipment and material requested.
- D) Name of the person responsible for collecting the equipment.
- E) Number and copy of the official identification of the person responsible for the project.
- F) Cell phone and office of the person responsible for the project
- G) Location of the forum or location (Attaching map).
- H) Call time
- I) Name and company name to whom it will be billed.

#### **Quotes and electronic requests:**

Any quote or request for equipment made electronically through our website or our "apps" for mobile devices, represents an "ballpark number" of the actual cost, and at no time implies any commitment to "Baklight" to respect the estimated amount.

The quotation generated by electronic means is only an approximation, the final costs must be settled once the equipment is delivered and in accordance with "Baklight" and THE CLIENT, in a detailed quotation, backed by an exit order.

All quotes and requests for equipment via the Internet are subject to review and changes by the Operations Department.

No quotation or request has fiscal value, nor does it imply any obligation for "Baklight".

The submission of the request does not imply a commitment to "Baklight" to block the dates and is subject to confirmation of availability by the Operations Department.

Any electronic request must be confirmed by Baklight's operations department, and until written confirmation, the equipment, personnel and resources cannot be blocked for the required days.

## Validity of the Budget.

The quotes offered by Baklight in a personalized way are valid for 15 calendar days.

# **Spare Equipment rental conditions**

If the spare equipment (filters, lights and grip) is available, THE CLIENT may pick it up between 5:00 pm and 7:00 pm the day before the call.

Spare equipment must be returned promptly and in good condition; before 10:00 am the next day, otherwise an extra day of rent will be charged.

## Rental conditions in packages.

ALL equipment and personnel are hired for 10-hour days. From the 11th hour, the staff generates overtime. The cost of the extra hour is 10% of the cost of the daily rate, per hour.

## General rental conditions.

All equipment requested and collected for rent or delivered at the location will be charged, regardless of whether it is used or not.

#### **Cancellations**

Once the personalized quote has been accepted, and the date has been blocked with the deposit of an advance payment, the commitment to the call dates by both parties is considered established. In the event that the customer makes a cancellation of the contracted

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for Equipment Rentals & Production Services

service, cancellations will generate a cancellation fee, without exception, according to the following table:

- Cancellations made 15 days or more before the call date will generate a cancellation fee of 10% of the approved quote.
- Cancellations made 3 to 14 days before the call date will generate a cancellation fee of 20% of the approved quote.
- Cancellations made 48 hours before call date will generate a cancellation fee of 50% of the approved quote.
- Cancellations made less than 30 hours call date will generate a cancellation fee of 65% of the approved quote.
- •Cancellation within the previous 24 hours, will be charged to 100% of the total reserved.

If the cancellation is made when the production or assembly has already begun, or on an intermediate day of the planned days for filming, while it is in progress, 100% of the contracted service will be charged.

# WITHOUT ANY EXCEPTION, THERE ARE NO RETURNS ON CALLS CANCELED ONCE BEGAN.

#### For Post Production Services:

In the event that the client, once the budget is confirmed and accepted and given the order to start with the processes budgeted by Baklight, decides to cancel all or part of said services, the total cost will be billed to the customer, without discount of the processes carried out until the moment of cancellation.

In the case of rooms that require a reservation, if the cancellation of the service is made within 7 days to 24 hours before, Baklight will invoice 20% of the service scheduled in the room as a penalty. In case the cancellation is made 23 hours or less before the service, Baklight will invoice 30% of the service scheduled in the room as a penalty.

# ALL CANCELLATIONS MUST BE DONE BY WHATS APP MESSAGE AND/OR PHONE CALL AT:

Mobile: 044 333 808 3824

And be supported in writing in an email addressed to info@baklight.com and in writing at Baklight facilities.

## **Payment conditions**

- A) If the applicant covers 100% in advance of the total, before picking up his equipment, "Baklight" will grant a benefit to THE CLIENT through its rewards program.
- B) If the applicant does not cover any amount before the day of the call, the date cannot be reserved, and the requested equipment will be available to any client who requests it on the same dates.
- C) Discounts will be negotiated only with full payment in advance, with clients that generate a volume of rents greater than 10 calls in a month, for more than 3 continuous months, or in projects of more than 3 weeks of filming. In the rest of the projects, there are NO discounts.
- D) Any service rent or sale that totals less than \$ 5,000.00 (five thousand pesos 00/100 MXN.) or \$250 USD will ALWAYS be paid in advance.
- E) In case of delay in the settlement of any invoice, it will be sanctioned with full payment in advance for future services.
- F) Unless there is a payment agreement between the client and Baklight, a 60% advanced deposit is required, and full payment of the final invoice should be made against delivery of the contracted services, on the first day of the shoot.
- G) Any service not reflected in the budget will be quoted separately or it may be reflected in the closing statement of the project and therefore in the final invoice.
- H) All calls, without exception, are reserved with a minimum advance payment of 60%, and the remaining 40% is settled before the end of the call.

In the event that a company requires a line of credit, we can negotiate that line of credit, depending on:

A) The amount contracted. (The credit lines are processed with a contracted amount exceeding \$100,000 MN (one hundred thousand pesos) or \$5,000 usd.



B) The contracting frequency (if the amount contracted is less than one hundred thousand pesos, but the contracting frequency is high, and is defined and bounded with a collaboration contract in which conventional commitments and penalties are established in the case of breach of the collaboration fee that grants them access to the credit line, we can negotiate the terms of said credit line)

The line of credit can be extended, prior negotiation, on the cost of equipment rental, but NOT on personnel salaries. Personnel salaries must be paid at the end of the shoot.

- I) The credit options we can offer are:
- Pay with credit card
- Payment by credit card, in installments, without interest (if the amount is less than \$ 20,000 pesos or \$1,000 usd, a 3.5% charge applies)
- Compliance Bond with a financial institution that covers the full amount of the quote, that expires when the contract expires.

#### **SCHEDULES**

## About filming schedules (both studio and location)

All prices are based on 10 hours of work that count from the Call Time on the call Sheet.

-Calls within the metropolitan area of Guadalajara: Time starts from the Call Time and ends when the director calls the wrap time.
-Calls outside ZMG: Time runs from the departure of equipment and personnel from Baklight and finish when the equipment and personnel return to Baklight.

For extra hours after the initial 10 hours of work, 10% will be charged on the price per day of the fees of the personnel involved.

Every  $\frac{1}{2}$  days will be charged at 70% of the cost per day. In equipment with a cost less than \$1,000 MXN or \$50 usd, half a day does not apply (full day is charged)

In productions outside the Guadalajara Metropolitan area, transportation equipment and personnel will be charged at 50% per day during the travel day (As long as you do not work on the same day. If you travel and work the same day, you will be charged 100% of the day, regardless of the hours worked, not being the total of the trip plus the filming hours exceeding 10 hours.)

Drivers charge full days even on travel days.

## About post production service schedules

All services provided during the weekend, holiday or at night, understanding "by night" after 20:00 hrs and until before 08:00 hrs, will generate an additional 40% on prices In the list, this percentage may be reflected in the closing statement and not be included in the initial budget.

## **Obligations and Personnel Positions.**

The following is a breakdown of the organizational chart of Baklight staff in Set.

Each individual plays ONE position and function in the organization chart.

If the client wants any Baklight person to perform the functions of more than one position, this request must be made clear by THE CLIENT, and must be negotiated and approved by the Baklight Management.

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OPERADOR DE LUCES
ENCARGADO DE MÓVIL
JEFE DE UNIDAD

OPERADOR DE LUCES
ESPECIALES
(HMI, KINO, DELUX)

OPERADOR DE LUCES
ESPECIAL
(GRÓ, ÓPICA, STEADY CAM, VIDEO ASSISST)

CHOFERES

Organización del Personal de Baklight en SET
STAFF

GAFFER

Organización del Personal de Baklight en SET
CAMARA y SONIDO

DIT
COORDINADOR DE UNIDAD

## **PAYMENT METHODS**

ENCARGADO DE CÁMARA

ENCARGADO DE ÓPTICA

"BAKLIGHT" accepts payments with Visa or MasterCard debit and credit cards.

We also accept payment via Pay Pal, in which case the transaction commission is charged to the customer.

BAKLIGHT also accepts payments by bank transfer to the following accounts:

Account holder: Baklight Rentals, S. de R. L. de C.V.

Bank: Banco Mercantil del Norte

Swift: MEMOMXMT Account: 0670066935

Clabe: 072 320 00670066935 6 Email: <u>mariola@baklight.com</u>

Address: General Prim 228, Col. Vallarta Norte. C.P. 44690

MICROFONISTA

Guadalajara, Jalisco, México

Baklight Rentals S. de R.L. from C.V. reserves the right not to accept payments in cash or by check.

#### Insurance

The insurance that covers the equipment must be contracted and covered by THE CLIENT, and managed by BAKLIGHT.

All foreign production (outside the Guadalajara Metropolitan Area), or any shoot that goes on more than 5 days, must be secured with an insurance policy that covers the "electronic and mechanical equipment". The cost of the policy and the deductibles in case of



incidents will be covered by THE CLIENT since the equipment is in their custody.

In the event that insurance is not contracted, and an accident occurs, THE CLIENT must pay the TOTAL cost of **replacing** the damaged equipment, as well as the TOTALITY of the medical and civil liability costs of the individuals that could be affected.

The insurance provided by "BAKLIGHT" only covers vehicles, and the deductible in case of an incident must be paid by THE CLIENT, since the vehicle is in their custody.

The insurance provided by "Baklight" DOES NOT cover: freight, damaged or broken light bulbs.

Broken Light Bulbs must be paid by the customer at replacement cost. In case of theft, loss or major damages, THE CLIENT will be obliged to file a complaint at the nearest MP (Police station) describing by writing the events that occurred, and a copy signed and stamped copy of the certified claim must be presented in 3 copies to Baklight and the Insurance company. This is essential for the claim to proceed to the insurer; If the documents are not submitted, THE CLIENT will be obliged to cover the costs for loss of the equipment or material. There is a charge of \$ 400.00 (four hundred pesos 00/100 m.n.) for the grip truck insurance.

There is a charge of \$ 400.00 (four hundred pesos 00/100 m.n.) for power generator vehicle insurance.

There is a charge of \$ 400.00 (four hundred pesos 00/100 m.n.) for the camera van insurance.

#### Responsibilities

It is the client's responsibility to verify the good condition of the rented equipment.

"Baklight" will check the equipment upon delivery at the beginning of the shoot and will check it back once it gets delivered back at our office, once the shoot is completed.

If an equipment is damaged, the sole responsibility of "Baklight" is to replacement the equipment or material with an equivalent, on the set, as soon as possible, depending on its availability; Replacement costs (transfers, freight, travel, etc.) will be covered by THE CLIENT.

Baklight equipment is kept in perfect operating conditions through preventive and corrective maintenance, in case of any failure, Baklight is not responsible for any delay, problem or damage caused to the production due to failure of any equipment, transport or personnel of the company, being our sole responsibility to replace it as soon as possible by its substitute or equivalent, depending on existence or availability. The cost implied by such replacement will be covered by the Client (travel, food and lodging as well as per diem of the person making the replacement.)

"Baklight" will not be responsible for delays, problems or damage caused to filming caused by our equipment, materials, transport or personnel

The insurance coverage and corresponding expenses of the technical personnel hired for filming are not included in the price list and are the responsibility of THE CLIENT.

Baklight is not responsible for production delays caused by acts of force majeure or weather events.

#### **Transportation and Tolls**

Baklight DOES NOT charge per kilometer traveled when vehicles travel on highways or state roads.

The costs of booths, diesel, oil and gasoline are NOT included in our prices and will be covered by THE CLIENT.

It is important to contemplate that our vehicles will NOT TRAVEL AT NIGHT for any reason.

Whenever possible, the Vehicles must travel on highways and federal towing roads

The maximum distance allowed for foreign trips per day is 560 km. If the trip to be made exceeds 560 km, the trip must be divided into several days.

#### **Location Work Conditions:**

The CLIENT must facilitate everything that might be required to the Baklight team to access and travel in and thru the locations.

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The hiring of any of these services does not require Baklight to carry out risky activities that endanger its human, transport or technical team.

#### **Generator fuel costs**

The cost of the power generator includes fuel for the first 8 hours. From the 9th hour of the shoot, an additional cost of \$ 550 M.N. for every extra hour in the case of the 75 KWA plant, and \$ 300 M.N. for extra hour in the case of the 10 kwa plant. (the cost of fuel might vary depending on the cost of diesel on the shooting location)

#### Per diem

The fees of the personnel in charge of the equipment, overtime, per diem, lodging, air or land transportation will be covered by THE

In case of Shoots outside of Guadalajara, it is the responsibility of THE CLIENT to obtain safe places for the overnight stay of the equipment. Vehicles must spend the night in private parking lots, with security and surveillance cameras.

The camera equipment must stay overnight in the same room as the camera personnel.

#### **Damaged Equipment**

Damaged or broken lamps, deformed HMI light bulbs or lamps with color variation, as well as any repairs, spare parts and damages, will be charged to THE CLIENT in the project in which they suffered the damage.

#### <u>Taxes</u>

All prices are plus 16% VAT

## **COPYRIGHT OF BRAND ELEMENTS**

Unless Baklight receives written notification from the customer stating otherwise, the customer guarantees that he owns the graphic and brand assets he delivers to Baklight and therefore has legal rights to request services requiring printing, duplication, transfer, dubbing, postproduction, manipulation, registration or processing of any kind of set brand. It also guarantees that THE CLIENT has legal rights over the elements that make up the project (music, videos, archive images, etc.)

#### STORAGE

After 30 days of having completed the project and having paid the total invoices related to the project, the client must withdraw their physical or digital elements from Baklight. Otherwise, Baklight reserves the right to invoice the customer for storage according to the list price in effect during the current period. Once the 30-day period has expired, Baklight reserves the right to remove the data from its production server to a storage server with no immediate availability, and if so decided, Baklight reserves the right to permanently erase its Storage devices any material related to the project.

# OTHER SERVICE CONTRACTS

If deemed necessary, Baklight reserves the right to enter into an additional service contract with the client to this terms and conditions sheet, where specific conditions for the project are established. In case of signing a contract, the client and Baklight will be subject to the conditions and agreements established in said contract.

#### CONFIDENTIALITY AND SECURITY.

Baklight guarantees the confidentiality of the client and the project. The assets of the project will not be removed from Baklight by someone other than the client or a third party designated by the client.

All the reference material, in the case of images, will carry a watermark that indicates the name of the person, company or entity that owns the image. The name of the project or the client will not be disseminated or shared by any means to third parties without prior written authorization from the client.

Baklight reserves the right to make use of images or videos produced by production, post-production and rental services, for self-promotional purposes.

If shooting on locations considered dangerous by Baklight Management, it will the responsibility of the CLIENT to provide armed security and escorts for the equipment and personnel vehicles during



road trips. Baklight reserves the right to deny sending equipment or personnel to dangerous areas of the country.

#### **OBSERVATIONS.**

Prices are subject to change without prior notice.

#### **JURISDICTION**

For the interpretation, compliance and execution of this sheet of terms and conditions THE CLIENT and Baklight are subject to the provisions of the civil code for the State of Jalisco and the city of Guadalajara, in commercial and judicial matters, in addition to the applicable laws and the jurisdiction of the competent courts of the city of Guadalajara, Jalisco, Mexico, expressly waiving any other jurisdiction that may correspond to it because of its present or future address.

#### **NOTIFICATIONS**

Once this document has been signed, all notifications for Baklight related to this terms and conditions sheet should be sent to:

General Prim 228. Col. Vallarta Norte, Guadalajara, Jalisco, Mexico. Tel +52 (33) 36471299 info@baklight.com

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#### **Agreement and Acceptance**

I hereby understand and accept the terms & conditions:

Name
Company
Date
Signature
Passport Country
Passport Number
Company Telephone
Producer's Mobile
Company Address

This acknowledgment will be valid until the terms and conditions change, in which case the client must be notified, and a new recognition of the new terms and conditions will be signed.

THE CLIENT accepts the aforementioned conditions and they are accepted by the production company and THE CLIENT, serving this as a contract between the parties involved in the provision of professional services and equipment rental.