# Terms + Conditions

**How We Charge**
As a creative production company, we charge for our expertise and the value we create.

We believe your company and ours should both be profitable so we can be in business and deliver on our promises.

**How We Work**
We develop original creative for the sole purpose of producing it. That's our Genius. Therefore, it is our policy not to develop creative which is then executed by competing firms.

We may develop multiple rounds of ideas for you before a final creative is sold through. That's the nature of the business. Our proposal will always include fees for such creative development.

**Markup**
On live action production, we charge an industry standard markup of 25% production expenses (AICP line items A through K).

**Copyrights**
Deliverables we produce are considered "work for hire" as defined in the Copyright Act of 1976. Unless agreed upon otherwise in advance, the rights to those deliverables transfer to your company upon our receipt of final payment.

Source files, underlying elements, trade secrets, and proprietary processes are our intellectual property and therefore, for your protection, are not included with final deliverables.

Whenever you provide us with materials, we assume you possess full rights and clearances for those materials.

We do not carry E&O (exclusions and omissions) insurance on your behalf unless otherwise agreed in writing.

**Payment**
Our standard payment terms are 50% payment upon project commencement and 50% net 30 days after project completion.

Once our companies have established a solid financial relationship, we will gladly consider alternative payment terms.

Regardless of delays or postponements, all final balances will be invoiced on the Project Deadline date.

**Cancellation and Kill Fees**
For creative and post-production projects, the client will be liable for work performed up until the date of cancellation plus one-half of the remaining job as bid.

For live action projects, we follow industry standard AICP guidelines: if notice of cancellation or postponement is given one to ten working days prior to the shoot, the client will be liable for all out-of-pocket costs, full director's fee as bid, and full production fee on the job as bid.

*TERMS*

You give me money, I'll give you creative.
I'll start when the check clears.
Time is money. More time is more money.
I'll listen to you. You listen to me.
You tell me what you want, I'll tell you what you need.
You want me to be on time, I want you to be on time.
What you use is yours, what you don't is mine.
I can't give you stuff I don't own.
I'll try not to be an ass, you should do the same.
If you want something that's been done before, use that.

*PRO BONO*

If you want your way, you have to pay.
If you don't pay, I have final say.

Let's create something great together.

*_____

Segura