

# **Bolt Video Membership Master Terms**

Last Revised: Sep 16, 2024

Customer hereby agrees to the following Master Terms Of Service (“Master Terms”), which will be entered into with Vizoodeo, LLC, a Colorado limited liability company dba Bolt Video (“Bolt Video”), as of the Customer checking the box on the online sign up form agreeing to the Master Terms Of Service and completing the Customer’s sign up for the Bolt Video Membership.

## **1. HOW BOLT VIDEO WORKS**

Bolt Video is a Membership Service whereby Customer pays a Monthly Membership Fee or an Annual Retainer, which entitles Customer to special discounted rates for video production services

### **A. What are the Bolt Video Membership Options?**

- Business Membership: For any business, a license to use Bolt Video services within that single business entity alone. The Business Membership Fee is \$10 per month.
- Annual \$3000 Retainer Membership: For any business, a license to use Bolt Video services within that single business entity alone. Up to \$1000 of unused retainer can rollover into the next contract year.

### **B. What are the membership rates for Videography?**

Bolt Video Members pay \$250 for the first hour of professional videography (and \$200 thereafter), so long as Customer uses Bolt Video’s editing services to create at least one Edited Video. If Customer wants only videography services for a given video shoot, then the rate is \$300 per hour. These rates are for one videographer and one camera. Each video shoot will count for a minimum of 1 hour.

- + \$100 per hour for second camera
- + \$50 per hour for gimbal
- + \$50 for travel to Denver

### **C. What are the membership rates for creating Edited Videos?**

Pricing for Edited Videos is based on the complexity of each video, which we measure by Sizes. A video's Size is determined by the number of Elements an edited video contains. An Element is anything that is used to make the video that you see or hear when watching the video, including: video clips, discarded video clips, images, music tracks, text blocks, etc. Motion graphics and other animations may count as more.

- Up to 40 elements = \$100 plus an additional \$50 per each additional 20 elements
  - Customer will be charged for any requested Edited Videos upon finalizing the Edited Videos or upon 30 days of delivery of the initial video proofs, whichever is sooner.

## **FAQs**

What is the minimum amount of time needed to schedule a video shoot?

- Each video shoot will be charged for at least 1 hour of videography time.

When will Customer be charged for a video shoot?

- Customer will be charged for any scheduled videography services 72 hours before the scheduled video shoot. In the event that Customer cancels or reschedules the shoot in under 72 hours, the cancellation/rescheduling fees described herein shall apply and the remaining balance shall be credited to the Customer's account towards a future video shoot.

Is there a penalty for canceling or scheduling a video shoot?

- Bolt Video understands that sometimes a video shoot will need to be canceled or rescheduled for a myriad of reasons. With enough notice we won't charge a penalty for canceling or rescheduling a video shoot.

How is video shoot time calculated?

- The clock starts on video shoot time at the start time of the scheduled video shoot, or sooner if the videographer starts shooting at the Customer's request sooner than the scheduled start time.
- The clock stops when either the Bolt Video videographer has run out of time or when the Customer lets the Bolt Video professional know that they are satisfied with everything captured.
- If a situation occurs that causes a delay in the video shoot that is caused by the Bolt Video videographer (for example there are equipment issues that need to be fixed or calibrated), that time shall not count against the Customer's time.
- Conversely, if a delay occurs that is a result of a situation or an interruption that happens at the Customer's video shoot location that is out of the control of the Bolt Video videographer, then that time shall count towards the Customer's time (even if the interruption or delay was unintended by the Customer...i.e. a patron walks in and needs some help or the Customer receives an unexpected phone call). It is up to the Customer to try to minimize delays and distractions as much as possible and also to be prepared in advance of each video shoot. Tear down time at the end of a video shoot does not count against the Customer's time.
- Bolt Video reserves the right to not charge the Customer for time if a situation occurs that we feel warrants some flexibility in our policy.

What is Customer responsible for at each video shoot?

- **Securing The Video Shoot Location:** Video shoots will occur in locations in which Bolt Video has current operations. Bolt Video must agree in writing with Customer on the location of each video shoot. Bolt Video, at its sole discretion, has the option to choose not to accommodate a particular video shoot location and/or has the option to quote the Customer an additional fee or charge for accommodating a particular video shoot location that the Customer has requested (an example of when Bolt Video could request an additional charge to accommodate a video shoot location could be if the location of the video shoot is further away than is cost effective for Bolt Video to accommodate). Any fees or charges incurred for shooting video at Customer's preferred location(s), including expenses incurred for paid parking, will be the direct responsibility of the Customer. Customer will be provided a receipt (or proof of charge) and will be charged for those expenses.
- **Video Shoot Preparation:** It is in the best interest of the Customer to be as efficient as possible and to get the highest quality content. In order to get the highest quality content in the most efficient manner, Customer agrees that it will provide proper preparation to Bolt Video within the reasonable requested time prior to each video shoot.
- **Video Authorization:** Customer agrees that it alone will receive the necessary authorizations and consent to use any private space that will be used for the filming of the videos, to use any actor(s) (employees, customers, etc.) images, voices, and/or likenesses in any of the Customer's videos, and to represent any products in the videos that the Customer does not directly own or have license to use in this capacity. Customer agrees that it is fully responsible for securing any authorizations and fully liable for any lawsuit that may result from any unauthorized video content that derives from any Customer video shoot. Bolt Video has provided a standard video release form, which can be downloaded [here](#). Customer must use this form, or another form that is approved by Bolt Video in writing, to gain consent from Customer's employees, customers and bystanders. Customer is solely responsible for managing, receiving, and storing these authorizations and will fully indemnify and hold Bolt Video harmless from any claim, threatened litigation, or lawsuit that arises from the Customer's failure to receive the necessary authorizations for the Video(s) to be used by the Customer and/or by Bolt Video for its own publicity purposes as outlined in this Master Terms document.

#### AUTOMATIC CHARGES

Customer authorizes Bolt Video to automatically charge Customer's Credit Card for any Fees that are incurred, as described in these Master Terms.

#### MEMBERSHIP RENEWAL AND CANCELLATION

Customer's Bolt Video Membership will automatically renew each month/year unless Customer notifies Bolt Video in writing of its intent to cancel its Membership.

#### OTHER IMPORTANT LEGAL TERMS

##### A) OWNERSHIP

Any video work products (videos) which are created by Bolt Video specifically for Customer under the terms of these Master Terms shall be the sole ownership of the Customer. All videos are the Customers to use and distribute freely forever (on their website, social media channels, traditional media channels, etc.).

#### B) CONFIDENTIALITY & PROPRIETARY RIGHTS

Each party will likely communicate confidential information to the other party during the performance of these Master Terms. Each party therefore agrees not to disclose, use, copy, display, relicense or otherwise publish any such confidential information, including without limitation the terms of these Master Terms, without the prior written consent of the other party.

#### C) TERM

The Master Terms shall remain in effect as long as Customer's Monthly Membership is active, and then for one year thereafter.

#### D) PUBLICITY

Customer agrees to let Bolt Video use the videos that are produced for Customer for Bolt Video's own promotion purposes. This includes showcasing the Customer's video(s) on Bolt Video's website, posting to social media, and sending to other potential Bolt Video clients directly. Bolt Video shall retain the right to use the video(s) in perpetuity. Customer may request that Bolt Video not use a particular video for such promotions by notifying Bolt Video in writing.

#### E) NON-SOLICITATION

Customer agrees that during the Membership Term and for a period of one year after the termination of its Membership Term, Customer will not (a) directly or indirectly solicit or induce any employee or sub-contractor of Bolt Video to do similar video production, videography, or editing work for Customer outside of these Master Terms.

#### F) WARRANTY

BOLT VIDEO WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS.

#### G) LIMITATION OF LIABILITY

Bolt Video's liability hereunder, regardless of the form of action, shall not exceed the total amount paid for the Services included in these Master Terms.

#### H) ASSIGNMENT

Neither party may assign any rights or delegate any obligations created by these Master Terms without the prior written consent of the other party, which consent shall not be unreasonably withheld. Except that Bolt Video may choose to use Contractors, working on behalf of Bolt Video, to complete some or all of the work for Customer.

#### I) FORCE MAJEURE

Neither party shall be considered in default in the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by a Force Majeure Event, which is defined to include a fire, flood, explosion, strike, war, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties shall take all reasonable action to minimize the effects of a Force Majeure Event. If a Force Majeure Event prevents or delays the performance of a party for thirty (30) days, the other party shall thereafter have the right to terminate each affected Software Service upon written notice at any time before such performance resumes.

#### J) SEVERABILITY

If any provision of these Master Terms is found invalid or unenforceable by a court of law or an arbitration panel, the remainder of these Master Terms shall continue in full force and effect.

#### K) RESERVATION OF RIGHTS

A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.

#### L) GOVERNING LAW; VENUE

The validity and interpretation of these Master Terms and the rights and obligations of the parties hereunder will be governed by the laws of the state of Colorado, notwithstanding any conflict-of-law doctrines of Colorado or any other jurisdiction to the contrary. Each party hereby: (a) agrees that any legal proceeding arising out of or relating to these Master Terms will be instituted in any court of general jurisdiction in El Paso County, Colorado or if such court does not have jurisdiction or will not accept jurisdiction, then in the United States District Court for the District of Colorado; (b) consents to the personal and exclusive jurisdiction of such court; and (c) waives any objection that it may have to the selection of venue of any such proceeding and any claim or defense of inconvenient forum.

#### M) NOTICES

Any notice hereunder by either party will be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth in these Master Terms or at such other address designated by notice in the manner provided in this Article to the attention of an authorized representative of such party or sent by confirmed facsimile or confirmed e-mail. Notice will be deemed to have been received upon the date of actual delivery if personally delivered or, in the case of certified mailing, two (2) days after deposit in the mail, or in the case of facsimile or e-mail upon confirmation of transmission by the receiving parties equipment.

**N) COUNTERPARTS.**

These Master Terms may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument. Signatures may be exchanged electronically.

**O) ATTORNEYS' FEES**

The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing these Master Terms.

**P) WAIVER OF JURY TRIAL**

CUSTOMER AND BOLT WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE MASTER TERMS.

**Q) UPDATES TO MASTER TERMS**

Customer and Bolt Video agree that Bolt Video may update these Master Terms from time to time.