



PRODUCTION SOUND MIXER LA

J O S H G E R S O N

Rate Card & Terms of Service

Union Commercial Labor:

Sound Mixer.....\$93.68/Hour or \$1030.48/10

Non-Union Labor / Service Rates:

Sound Mixer (Day Rate).....\$900/10 Hours
Minimum Call.....10 Hours
Overtime After 10 Hours.....1.5x/Hourly
Overtime After 12 Hours.....2x/Hourly

Other Fees:

Travel Day.....Day Rate
Mileage.....IRS Mileage
Per Diem.....GSA Rates
Outside Local Area.....Portal To Portal
Local Area.....50 Miles

Interview Package.....\$500

- 1 - Field Recorder & Mixer
- 1 - Boom Microphone Kit
- 1 - Wireless Lavalier Kit
- 1 - Timecode Sync Box
- 1 - Timecode Smart Slate

'À La Carte' Equipment.....Each

Field Recorder & Mixer.....\$200/Day
Boom Microphone Kit.....\$75/Day
Wired Dynamic Mic.....\$25/Day
Wireless Boom Mic Kit.....\$125/Day
Wireless Lavalier Mic Kit.....\$100/Day
Wireless Handheld Mic.....\$75/Day
RF Distro & High Gain Antennas.....\$100/Day
Wireless Camera Link (Mono).....\$75/Day
Timecode/Genlock Sync Box.....\$50/Day
Timecode Smart Slate.....\$75/Day
IFB Headsets.....\$50/Day
USB Audio Interface (2 I/O).....\$25/Day
Computer.....\$75/Day
Timecode Transcription MP3s.....\$50/Day
Active PA Speakers (Pair).....\$250/Day
Expendables (5+ Days Only).....\$200/Week

Additional Gear Available Upon Request

Terms of Service:

Payment Terms: All payments are due within 15 days of invoice date (Net 15) unless explicitly negotiated in writing beforehand. Multi-week projects will be invoiced weekly.

Late Fees: Invoices unpaid by the invoice due date are subject to a 10% late fee compounded monthly until the invoice and late fees are paid in full. Payments must be issued with processing and mailing time factored to avoid late fees.

Cancellation Fees: Once a shoot is confirmed all productions are subject to cancellation fees. Cancellation fee for less than 72 hours from shoot dates will be 100% labor & equipment, whereas cancellations 3 to 7 days prior to shoot dates are subject to 50% labor & equipment. Any cancellation with 7 to 14 days notice is subject to a 100% labor and equipment costs if other work has been turned down after confirmation of production dates. Cancellations with more than 14 days notice will not be subject to any fees for cancellations. Rescheduling shoot dates are only subject to a cancellation fee if other work has been turned down since production was confirmed, in which case the rescheduling fee will be 100% labor and equipment for the originally scheduled production dates.

Vendor Relationship & Payroll: The relationship between Production Company / Client and Josh L. Gerson must be considered that of a vendor (Invoiced & W9/1099 Tax Classification) providing services and rented equipment. In the event a production is under union jurisdiction, payroll may be considered for labor only as "Loan Out", but all equipment rentals must be still be paid directly to the Contractor as a vendor regardless of processing labor through a payroll company. Payroll processing as an employee and not a loan out is forbidden.

Equipment Definitions: All tools and equipment rented from and/or provided by Josh L. Gerson must be defined as an Equipment Rental and not as a "kit fee" or similar.

Travel: All costs of travel and/or working on location including but not limited to hotels, flights, meals, rental vehicles, fuel, tolls, per diem, parking, visas, carnets, gear baggage fees, etc are the sole responsibility of the production company / client. Portal to Portal billing is defined as billable hours starts from wheels up at home base to return to home base after wrap.

Meals: A hot meal & meal break must be provided by or before 6 hours past call time. If working longer than 12 hours a second meal & meal break must be provided by or before 6 hours from the end of the first meal break. If production / client fails to provide a meal & meal break by or before the 6 hour mark, production will be subject to meal penalties at two times the hourly rate billable in 15 minute increments beyond 6 hours until a meal & meal break is provided. All meals breaks are considered 'on the clock', and are therefore considered billable time.

Additional Terms for International Clients: Payment is due by end of production dates and before release of any recorded media and/or audio files to Production Company / Client.

Insurance: Production Company / Client is required to list Josh L. Gerson as additionally insured & loss payee with a valid certificate of insurance prior to the first day of the production. Insurance must cover equipment rented from Henri Rapp, LLC and General Liability. In the event of an insurance claim, an insurance deductible is the sole responsibility of the Production Company / Client.

Liability & Damage Responsibility: Production Company / Client is responsible for any and all loss, damage, and/or theft of equipment during the term of the production. Production company / client agrees to cover 100% of the replacement cost of equipment (or nearest equivalent if equipment is discontinued as determined by Josh L. Gerson) and rental of equivalent equipment until lost, damaged, and/or stolen equipment is replaced. Replacement cost will be invoiced for and is due immediately upon Invoice submission. Production Company / Client furthermore extends the same liability & damage responsibility to equipment owned by third parties and rented to Josh L. Gerson on behalf of the Production Company / Client during the term of the production.

Copyrights: In accordance with USC Title 17, any works created by Josh L. Gerson on behalf of Production Company / Client are considered "works for hire". Until invoice for rendered services is paid in full, Josh L. Gerson retains the copyrights and authorship to all sound recordings, audio recordings as standalone or part of a larger audiovisual work, digital audio files, and phono-records fixed to any media or stored on any device including but not limited to hard drives, SD or CF cards, computers, embedded in video files, recorded to cameras or VTR machines, etc. Upon full payment of invoice for services rendered, the copyright ownership automatically transfers to Production Company / Client and are henceforth considered the author in accordance with "works for hire" definitions under USC Title 17.

NDA Agreements: Josh L. Gerson are willing to sign nondisclosure agreements provided the NDA does not restrict Josh L. Gerson from disclosing the name of the end client 6 months after production has concluded for promotional purposes.

Estimates: Any estimate provided should only be considered a quote based on the information provided and the final invoice total may change based on labor overages, additional equipment, or expenses related to the production.

Negotiations: Any negotiated rates or terms different from what this rate card and deal memo terms state must be in writing and signed by both parties (Production Company / Client and Josh L. Gerson).