



Terms and Conditions

1. Subject of Contracts and Orders

Subject of an order / contract with Golden Gun Productions is the organization of a photo- or film production in Germany or abroad. Golden Gun Productions may decide at her own will, to accomplish the task with or without the help of subcontracted companies or individuals

2. Scope of Contracts / Orders and Payment

- a) The Scope of a contract is agreed on in our order form together with our cost estimate. An order or contract consists of an order form and a cost estimate. The conditions for payment are part of the cost estimate
- b) All cost estimates have been carefully prepared and been given in good faith - they are based on information provided by the client at the time of calculation date – nevertheless, all calculations are subject to error and changes
- c) If not stated otherwise, all orders / contracts are considered “open budget”. The initial scope of a production may be altered before, during or after the scheduled and/or actual production dates. Altering an order scope may result in an increased budget volume – in this case Golden Gun Productions has the right, to request an additional down payment according to the altered budget
- d) All rights deriving from a production e.g. model releases and buy-out rights, location releases etc. remain with Golden Gun Productions until complete payment of the production
- e) Payment conditions are outlined in the order form / contract. In addition the client is to cover any and all legal and / or collection fees derived from non or late payments. The client agrees to fully and promptly pay any and all taxes derived and / or related to the production. Rental vehicles and equipment may include theft and / or loss insurance, nevertheless the client is responsible for any deductibles and fines if applicable. Some invoices may arrive after the final bill is sent, (e.g. monthly or quarterly billing charges) nevertheless, the client promises to refund Golden Gun Productions fully and promptly for any of said charges made on their behalf, even if they are made or accounted after final billing. Golden Gun Productions may issue a receipt for any charge made as replacement of one of original issuance.

3. Order Cancellation

Golden Gun Productions has the right to cancel an order / contract at any time without notice, if

- a) the agreed on down payment for a contract has either not been transferred in time into one of Golden Gun Productions accounts or the amount transferred has been less than the sum agreed on in the contract
- b) the agreed on time schedule for the production cannot be held by the client
- c) during the production execution possibly necessary additional funding cannot be provided by the client

In case of an order cancellation by Golden Gun Productions for one of the reasons stated above, rule 4. “Cancellation Fees” apply. In case of an order / contract cancellation by the client or a “no show” at the scheduled production start also rule 4 “Cancellation Fees” applies

4. Cancellation Fees

Cancellation Fees are payable as follows:

- a) 100% of all effective and proven costs and fees together with all fees for all services provided at the time of cancellation
- b) 50% of all fees for Golden Gun Services stated in the cost estimate (scouting fee, casting fee, production manager, production assistant, other crew)
- c) 35% of the position “Production Fee” stated in the cost estimate
- d) 100% of all other costs which can be debited to Golden Gun Productions (eg. cancellation fees for bookings, subcontractors and agencies)

5. Non-Liability Clause

- a) All bookings, contracts and other agreements necessary for conducting the production will be made and signed by Golden Gun Productions on behalf of the client. The client is responsible for any and all charges made on their behalf



- b) Golden Gun Productions cannot be held responsible for any damages or losses occurring before, after or during a production, nor can Golden Gun Productions be held responsible for any injuries sustained by any member of the production. The client is responsible for getting insurance for a production
- c) Golden Gun Productions is not responsible for any damages, losses or delays caused by any subcontractors, crew members or any other services including but not limited to talent, models, stylists, hair and make-up artists, labs, drivers, assistants etc.
- d) In case, that outstanding balances cannot be brought in from a client by Golden Gun Productions (e.g. client's bankruptcy), any charges payable to subcontractors, crew members or other services involved in the productions can solely be directed and billed to the client.

6. Others

- a) any further agreements between Golden Gun Productions and the client must be in writing
- b) if one or more of the above conditions don't comply with German law, the rest of these terms and conditions and the contract itself are still valid
- c) Applicable is the law of the Federal Republic of Germany, legal jurisdiction is the Hamburg court

City / Date:

With my signature I declare, that I have read, understood and accepted above terms and conditions of business

Signature / Company