

Tom Getty — Trailers — Terms of Service Agreement

From the desk of Tom Getty:

My mission is to make the best trailer possible. I approach every job the same whether it's a blockbuster backed by a major studio, or a backyard indie production. I care deeply about creating the best possible sales presentation for your film that is possible with the materials provided. I also do my best to follow the client brief, as I appreciate client needs as much as I respect the needs of the film.

In order to provide the best possible trailer—and best possible experience—for the client, I have below outlined my process and terms for rendering the best trailer possible.

Unless previously agreed upon via a pricing package, or pricing in general, or other arrangement, the following are terms of service for how I produce movie trailers.

1) CLIENT DELIVERABLES

In order to start the trailer, it is absolutely essential I receive from you...

- A) 1080p Pro Res HQ video file of the feature.
- B) 2.0 Audio Mix attached to the video.
- C) 2.0 Dialogue-Only Stem File In .aiff or .wav format.
- D) Subtitles in ITT or SCC format (if needed and applicable).

I can't get started without the above mentioned items. There's no trailer without them.

...And while not necessary, it would be really helpful to receive the following...

- A) FX-ONLY stem file in .aiff or .wav format.
- B) MUSIC-ONLY stem file in .aiff or .wav format.

If the video's file exceeds 150GB, please notify me ahead of time. It takes more time and planning to download larger files.

For every 100GB over 200GB, an additional \$50 will be added to the final invoice. Example: If file is 300GB, an additional \$50 will be added. If the file is 400GB, \$100 will be added. Etc.

2) DELIVERY LOCATION

I request all files be delivered to: <https://tomgetty.filemail.com/>

This is the most secure and fastest way I can receive files. If your movie is already uploaded via Media Shuttle, I might be able to make an exception.

I cannot accept files through Dropbox, as it's only good for files under 5MB. Anything more is asking for trouble. Please no Dropbox!

3) ADDITIONAL MATERIALS...

Please no additional materials after initial delivery. I'll take whatever at the beginning, but it's extremely difficult to incorporate new material into a trailer that's already made.

A) Other than mutually agreed upon exceptions, there are to be no additional deliverables after original delivery of film-materials. This includes additional content, extra footage, UPDATED footage, updated visual effects, additional visual effects, re-shoots, re-takes, re-dos, logos, credit billings, billing blocks, music, sound effects, updated sound stems, enhanced audio, or otherwise herein defined.

4) FIRST-REVIEW COPY

I usually deliver the first review copy of the film's trailer within 14 business days of receipt of film-materials, and depending on my current client roster, and difficulty of the film. "Receipt" is defined as film-materials being present on my computer hard drives and ready for trailer service. "Trailer service" is defined as the trailer being able to be worked on, with dialogue-only track.

I make every good-faith measure to ensure fast turn-around on trailer projects. It is within my immediate, financial interest to ensure trailer is done in a timely fashion.

Also: review copy is watermarked, time-coded, and digitally tracked.

A) Posted review copies of trailer are for CLIENT REVIEW PURPOSES ONLY. It is not for sales purposes; it is not to be shared, distributed, exhibited to third parties that include, but are not limited to movie studios, distribution companies, potential licensors, investors, cast members, crew members.

5) REVISION POLICY

Client has read and understood the revision policy as outlined in EXHIBIT A included at the end of this document.

A) Revision requests are to be made in the form of timecode; replacements are to be requested in the form of timecode. Example: "Replace 00:00:00:00 (in trailer) with 00:00:00:00 (in film).

B) Revision requests are to correspond to the timecode of the ORIGINALLY DELIVERED film-materials. Changes will be made based on the timecode of the original film-materials.

After first review copy is posted, client can either

C) Purchase additional services.

D) Request delivery.

Client requesting delivery is an official "approval" of trailer. I package all deliverables.

6) PAYMENT

\$500 upfront, the remainder before delivery. All payments made to:

Acrolight Pictures LLC

325 Diamond Blvd.

Johnstown, PA

15905

Payment can be made via check (preferable), Paypal, or credit card.

Payment is due within 30 days of posting 1st review copy of film's trailer—or upon request of delivery. Whichever should occur first.

7) DELIVERY

Upon receipt and notification of payment, I will make available access to trailer deliverables in "link" form through <https://tomgetty.filemail.com/> or in mutually agreed upon "digital" location. This link will be delivered to client's email address, or otherwise specified location, within 48 hours of me receiving and being notified of payment, or mutually agreed upon time.

A) I make a good-faith effort to make delivery within 48 hours, or 2 business days upon receipt and notification of payment.

9) WARRANTY

Client has 14 days to inspect deliverables and ensure they are in technical, working order. If materials, within this 14 day period, are found to not be in technical, working order, client can request I re-deliver. I agree to fix technical issues, and re-deliver at no additional charge. This

then allows the client an additional 14 days to inspect materials. After 90 days, all materials of the project will be deleted from my system.

This 14 day warranty is limited to technicals specified by originally stated delivery specs. This warranty does not include unexpected dissatisfaction after delivery request, change of heart, change of mind, future feelings of potential distributors/studios, "red-band" rejections, or future content/censorship claims of future title holders.

Additional changes after "trailer approval" whether requested by client, custodial party, third party, or any future third party, will be subject to additional pricing as outlined in the at-the-time-requested pricing.

10) UPON DELIVERY,

and only upon delivery, myself and Acrolight Pictures LLC grants to the client non-exclusive, unlimited, worldwide royalty-free, in perpetuation basis within meaning of the copyright laws for exploitation of the trailer in any manner as determined by client in its sole discretion.

A) By way of clarification, the music created for the trailer is licensed to client on non-exclusive basis, and Acrolight Pictures LLC may at any time exploit and or re-use the created music without restrictions whatsoever between client and contractor.

B) Upon no exception, unless mutually agreed upon with pricing, do these musical rights apply UNTIL delivery of materials. Exhibition of these musical materials beyond client-review, prior to payment and delivery, is strictly prohibited.

11) FILE RETENTION

Completed deliverables, original film-materials—including all audio and video—are retained on the Acrolight Pictures LLC computer systems up to 3 months after delivery date of trailer. After which, all files, unless otherwise requested and agreed upon through additional pricing, will be DELETED from Acrolight Pictures LLC's systems.

A) If client expects further alterations, additional or otherwise, client knows that file retention services are available through additional pricing.

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

12) TERM/TERMINATION

Termination of this agreement will occur as follows:

This agreement will terminate 14 days after delivery of trailer materials/deliverables, and client has inspected received deliverables, and found them to be in working order, as originally specified.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

17) APPLICABLE LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

LATEST REVISION DATE: Wed, Dec 8, 2021

EXHIBIT A

REVISION POLICY - Wed, Dec 8, 2021

By Tom Getty

Please read the following to understand how Acrolight Pictures and I handle revisions.

Revisions carry a heavy risk. Changing one item inadvertently changes a neighboring item. Think of a trailer like a carefully woven tapestry—tampering unravels the most snug thread.

The closer you drill to a structural level (changing pace, for instance), the more at risk the entire trailer becomes.

The artist's old friend Diminishing Returns always sets in.

When I deliver the first draft of a trailer, **it is my best draft**. I have poured in upwards of 30-40 hours of research, market research, pondering, testing, editing, re-editing, graphics design, copywriting, color correction, music composition, music editing, music mastering, audio editing, audio re-editing, pacing, syncing, polishing, re-shaping, mixing, mastering, and delivery.

I consider the trailer not only a representation of your film, but also an example of my own skills. Of which I take the most pride in.

I do not make choices carelessly.

Therefore, you can be 100% sure you are getting the absolute best trailer.

However, all art is subjective, and the client—you—may have changes or additional requests. This is perfectly fine and understandable. I can deeply empathize with not wanting to be feel stuck with something that can't be changed.

But I need guidance when doing revisions. So...

Revisions are to be defined by timecode, and within my guidelines of what a 'revision' is (see below).

First, the word "revision" MUST be defined and distinguished from the far greater, deeper-scope changes of a "draft."

- **A 'revision' is a surface change that doesn't affect the underlying structure.**
- **A 'draft' is a re-shaping of the underlying structure.**

Of course, this begs an even more specific distinction between a 'revision' and a 'draft'.

As Justice Wendell Holmes once said, "I know it when I see it."

I reserve the ultimate discretion of what a revision is, and what a new draft is.

Below are are some very clear guidelines on how I define what a 'revision' is and what a 'new draft' is.

1) Revisions are generally based and limited by the trailer's timecode.

Take for instance....

— *“Let’s swap out the one shot of James holding the gun for something else.”*

There’s many problems with this. First, the editor will not know who James is—nor will the audience. And, what’s wrong with James holding the gun? What would the client like in lieu of him doing that? And if not him, then whom? Or what? From which part of the movie? And how will the editor know THAT’S the correct shot? He wasn’t right the first time. This will require, on the client’s part, confirmation that the editor has chosen correctly. This increases the overall cost of the trailer.

Please just write the revision request like this...

— *“Change shot of man at 00:00:23:22 (in the review copy of the trailer) and replace with shot at 01:23:23:10 (from the originally-delivered-film’s timecode).”*

2) “Does this revision request raise more questions than it answers?”

If it does, the editor will likely define it as a ‘new draft.’

For instance...

— *“I don’t like the music. Can we try something different?”*

This request requires serious mind reading that the editor is not capable of. If the client doesn’t like the first song chosen, they are probably not going to like the second. A request like this requires some deep searching. And that can only be done in a new draft.

If the client is unhappy with the music, it’s my hope that he or she will just say, “Can you change the song at (insert timecode) to something more like “Mollusus” by Hans Zimmer?”

Depending on the complexity of the new song request, I might be able to wiggle this in as a ‘revision.’ I will let you know if this cannot be done.

But please! Please include your song preferences at the outset, as everything can be better built around it!!!!

3) If the revision request requires using polite, suggestive, explorative language, It’s probably not a revision.

The following are signs that the client is not asking for a revision, but rather a new draft:

- "Let's see if we could..."
- "How about we do 'x'?"
- "What if we were to 'y'?"
- "Could you include more of 'x'?"
- "Can we have less (insert vague artistic term)?"
- "Can we have MORE (insert vague artist term)?"
- "What if you...?"
- "What if I...?"
- "I think it might be worth...."
- "Showing more of x could possibly enhance y"
- "My first thought is we're not showing enough of this thing we spent a lot of money on."
- "We're worried that..."
- "Do you think we should...?"
- "We're hoping to..."
- "It needs to be further set up that...."

While thoughtful and probing statements/questions, it is language that betrays the requested revision hasn't been thought through—and is being left to the editor to answer in the 11th hour, and within a structure that may refuse new ideas.

In a new draft, I will answer all kinds of the probing questions listed above. I will go back, as they say, to the drawing board, re-open everything, and take another crack at things.

In the revision process, **the client is working with a video editor who simply responds to the client's specific requests.**

What goes in is what goes out...

If the client wants to leave it up to the video editor who will be making these revisions, that's fine. But what is delivered as a revision is a fulfillment of the revision.

This means...

If the client doesn't like the revision as corrected, then they must use their remaining revisions, or purchase a new set of revisions.

A revision is not a revision of a revision.

It is the start of a new revision, triggering the appropriate, subsequent charges.

Of course, if the video editor has not followed the client's specific directions, then that mistake will be happily corrected.

If the client is still concerned about revisions, or worried about being stuck, I highly, highly suggest remembering:

THE CLIENT OWNS THE MATERIALS

All materials delivered are OWNED BY THE CLIENT.

That means, the client can re-mix, re-edit, re-do whatever to their heart's content.

This is **completely free and within the client's right to do so.**

In fact, I recommend even purchasing a set of the UNMIXED DIA, FX, and MUSIC AUDIO STEMS (\$75.00) so as to make re-editing, a re-working, completely possible.

This allows for 100% creative control on the client's part.

The client is also welcome to hire a third-party video editor to carry out subsequent revisions. I do not harbor any hard feelings about this! Sometimes a "fresh set of eyes" is just the ticket!