

PHOTO & VIDEO PRODUCTION TERMS



1. SCOPE OF SERVICES

Mad Ads ("the Producer") agrees to provide professional photography and/or video production services as outlined in the accepted proposal, including coverage hours, crew size (if applicable), and agreed deliverables.

2. BOOKING & PAYMENT

- A 50% booking fee is required to secure the event date.
- The remaining balance is due on the event day unless otherwise agreed in writing.
- Booking fees are non-refundable.

3. USAGE RIGHTS / LICENSING

- The Client is granted a non-exclusive, perpetual license to use the delivered photos and videos for internal communications, marketing, PR, and digital platforms.
- Content may not be sold, sublicensed, broadcast, or transferred to third parties without prior written consent.
- Mad Ads retains full copyright and may use the material for portfolio, website, social media, and self-promotion.
- All included music, logos, or third-party assets must be properly licensed, and usage is limited to the terms of those licenses.
- Any additional or alternative usage (e.g., TV broadcast, extended commercial campaigns, international campaigns) requires a separate license and fee.

4. PHOTOGRAPHY - IMAGE SELECTION & EDITING

- The Photographer will curate and deliver a selection of the strongest images from the event.
- All images are edited according to the Photographer's established visual style, as presented in the portfolio at www.madads.es (color, exposure, contrast, and consistency).
- One refinement round of minor adjustments to up to five (5) selected images is included, if requested within seven (7) days of delivery. Full re-edits, stylistic changes outside the Photographer's established style, or extensive retouching are not included and may be quoted separately prior to execution.

5. VIDEO - EDITING & INCLUDED REVISIONS

The quoted price includes:

- Video coverage as specified in the proposal
- One (1) full video edit produced in accordance with the approved creative brief
- One (1) refinement round consisting of minor adjustments only, such as timing, shot substitutions, trims, and small audio level tweaks

Minor revisions are defined as refinements that do not alter the overall structure, narrative, or creative direction of the video.

Any request introducing new narrative structure, alternative music or audio concepts, additional sequences, or material not included in the original brief shall be considered a new edit and quoted separately.

6. VIDEO - CREATIVE BRIEF & EDITING BASIS

- All video editing is based exclusively on the written creative brief provided by the Client before post-production begins.
- The creative brief defines the agreed parameters of the edit, including (but not limited to) length, structure, audio, style, tone, messaging, and branding.
- All graphic elements (logos, brand guidelines, fonts, titles) and any audio files must be supplied prior to the start of editing.

Any changes that contradict, replace, or fall outside the approved brief are considered new creative direction. This includes (but is not limited to): switching between chronological and non-linear storytelling, changing the main audio or music base, adding or replacing speech as a structural element, significant shifts in tone or emphasis, or adding branding slates, credits, or titles not included in the original brief. Such changes are treated as a new edit and quoted separately.

7. VIDEO - REVISIONS & FEEDBACK PROCESS

- All feedback for the refinement round must be provided as one consolidated list, ideally with timestamps.
- Additional revisions or re-edits are quoted separately and proceed only after written approval.

8. DELIVERY

- Deliverables are provided digitally via private online gallery or download link.
- Delivery timelines are specified in the proposal.
- Expedited delivery may be available if agreed in advance.

9. FEEDBACK, APPROVAL & FILE RETENTION TIMELINES

The Client must submit any feedback or change requests within seven (7) calendar days of delivery of the images or video edit. If no feedback is received within this period, the work will be considered approved as delivered and finalized.

Revisions requested after approval or after the feedback window has elapsed are treated as new work and will be quoted separately, subject to availability.

Raw files, working files, footage, project files, and any unused materials will be retained for sixty (60) days after final delivery. After this period, all materials may be permanently deleted without further notice.

Clients are responsible for downloading and securely archiving all delivered files upon receipt. Final deliverables will be available for download for a limited period following delivery. The Photographer is not responsible for file recovery once the retention period has elapsed.

10. CANCELLATION & RESCHEDULING

- In the event of cancellation, the booking fee is retained.
- If rescheduled, the booking fee may be transferred to a new date subject to availability.

11. LIMITATION OF LIABILITY

Mad Ads is not liable for circumstances beyond reasonable control (force majeure, venue restrictions, accident, or illness). In the event of illness, a qualified substitute may be provided, with any additional costs for securing the substitute agreed in advance. Liability is otherwise limited to fees paid.

12. ACCEPTANCE

Payment of the booking fee and confirmation of services constitute acceptance of these terms and the approved proposal. These terms apply to all services unless otherwise agreed in writing.