

HEILMAN

Productions | C. 2026

This Contracted Editor Agreement is entered into as of _____ (“Effective Date”) by and between:

Contracted Editor: _____

Client: _____

The Editing Process

The Contracted Editor agrees to establish a communicative routine with the Client during the editing process. That process will occur as mentioned:

1. REQUIRED SOURCE MATERIAL

The Contracted Editor requires all source material for that episode, including raw audio and video files, any intro / outro music, and any Client branded company graphics or animations before the editing process can begin.

2. A ROUGH CUT (1st Draft)

The Rough Cut will consist of a polished, assembled version of the source material. Altered by:

1. Synced audio and video tracks.
2. Color corrected video.
3. Properly composed video.
4. Leveled audio tracks between -15 db and -5 db.
5. The removal of traditionally undesirable frequencies via an EQ and De-Esser.
6. The removal of traditionally undesirable noises: background noises, coughs, clicks, and long silences.

If in the Rough Cut, there are elements of the source material that cannot be improved by any of these fronts to a traditionally desired outcome, it'll be **flagged*** as **“untreatable”**.

Any further direction on stylistic alterations to the Rough Cut given by the Client will be honored by the Contracted Editor.

The Contracted Editor alongside the delivered Rough Cut will deliver either a **long, short, or non-existent** list of **‘flags’*** for the Client to approve or disapprove.

The Client may also request changes to the edit in any way at any time of the edit's development.

* Flags are timestamped notes given via email on the provided cut of the content. These flags will either be questions, untreatable or unfixable elements, potentially sensitive material, or a **potentially misaligned subject or moment with the Client's brand or desires**. These flags will be color coated as follows:

QUESTIONS **“17:09”**

SENSITIVE MATERIAL "3:05"

UNTREATABLE "19:02"

POTENTIALLY MISALIGNED "27:09"

Noted flags example:

(3:05) Podcast guest says a racial slur, should I mute the individual word or remove the entire sequence?

(19:02) Podcast guest is inaudible for this point. I cannot restore it, should I remove it?

(17:09) Podcast tells a story that lasts 6 minutes, should I condense it?

The Client is not required to listen to any of the cuts of the edit, only to respond to the potentially short, long, or non-existent list of flags before the next scheduled business day.

The Contracted Editor is not required to list any flags, only if they feel it would improve the episode, or that the specific elements are misaligned with the Client's brand or desires.

3. A FINE CUT (2nd Draft)

The Fine Cut will consist of the approved removal of flagged content provided by the Client, as well as any other requests made by the Client.

These are taken into account on this updated draft of the edit, and will then await a final approval by the Client, or enact any "last-minute" questions from the Contracted Editor, or requested changes or restorations of the content by the Client before the Final Cut is delivered.

4. A FINAL CUT (3rd Draft)

The Final Cut will consist of the **finished product**, and will be delivered alongside an emailed invoice.

1. Payment

The Contracted Editor guarantees a finished product of an **AUDIO AND VIDEO** podcast to the Client at the amount of \$200 a *Final Cut*.

That rate is charged based on 90 minutes of the provided **AUDIO AND VIDEO** source material length by the Client, not the total amount of footage, length of all tracks combined in sequence, or the length of the Final Cut.

Any provided source material longer than 90 minutes will be subject to an increased rate of \$125 per Final Cut. Any provided source material longer than 120 minutes will be subject to an increased rate of \$200 a Final Cut.

When the Final Cut is delivered, **Heilman Productions** will deliver an invoice via email with the above stated fee, with options to pay through either a direct wire, Zelle, or Venmo transfer, all information will be stated on the invoice.

When an invoice arrives, the Client has **90 Days** to pay the Contracted Editor before late fees apply of **1%** per subsequent month after the deadline.

Overtime

Any further alterations to that specific episode after the Final Cut is delivered **must be given 1 business day** to make these alterations, incurring compensation of \$5 for any subsequent day editing on that specific episode.

Example:

5 Business days worth of work = \$200

6 Business days worth of work (OVERTIME) = \$205

7 Business days worth of work (OVERTIME) = \$210

Etc.

So that the client does not have to spend \$100 per another 5 business day periods for the same episode. Example-

Episode #34 + 10 Business days = \$125 > Episode #34 + 10 Business days = \$200.

Episode #34 + Episode #35 + 10 business days = \$200.

If overtime amounts to time that throws off the Contracted Editor's schedule, Wednesday - Tuesday, the backlogged source material will wait 1 business day before it is edited.

2. Time Of Completion

The Client agrees to give the Contracted Editor 5 business days to:

1. RECEIVE AND TRANSFER SOURCE MATERIAL
2. ASSEMBLE A ROUGH CUT
3. EDIT A FINE CUT
4. DELIVER A FINAL CUT

per episode starting at the date of the Contracted Editor's schedule.

3. Amount Of Material

The Contracted Editor will not produce more than 1 episode at a single time. The episodes that exceed this number will be put on a 'backlog' until the current episode reaches the Final Cut

stage of development, meaning if the Contracted Editor receives a hypothetical 15 episodes worth of source material on any given day, do not expect 15 finished episodes within 5 business days. When the Final Cut is delivered, the Contracted Editor will start editing the source material next in line (determined by the date of its recording) on the starting date of Wednesday.

4. Term of Agreement

This Agreement shall remain in effect indefinitely unless terminated by either party. This agreement can be altered, though it must be made by agreement of both parties.

5. Termination

A termination of this agreement can be enacted by either party at any time, for any reason, though there are two termination processes.

“Noticed Termination”

If given time to finish the Final Cut of an edited work in progress, there will be no termination fee though the Contracted Editor will still have to be paid for that Final Cut.

“Immediate Termination”

For immediate terminations, I.E while the Contracted Editor is in the process of editing the source material and before they've been compensated, there will be a cancellation fee of \$50, and the Contracted Editor will halt working on the episode. If this agreement is terminated in this sense, the Contracted Editor will not send the current draft of the edit in progress to the Client.

6. Assumption of Risk

The Contracted Editor, and **Heilman Productions**, takes no responsibility for negative or dangerous responses to the edited work from any member of the public, any government or any legal officials, but falls solely on the Client after approving the Final Cut of any given edited work.

7. Ownership

All of the intellectual property rights associated with the source material and drafted cuts of the content are given and exclusively owned by the Client in perpetuity, and not **Heilman Productions**. **Heilman Productions** will not use any provided source material for any personal gain against the Client.

8. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes any prior understandings.

Contracted Editor: _____ **Date:** _____

Client Signature: _____ **Date:** _____