MAGIC Spell Studios

Production Handbook



2021

RIT MAGIC Spell Studios

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Welcome to MAGIC

We learn by making things.

MAGIC Spell Studios at Rochester Institute of Technology expands the reach of our School of Film and Animation while also supporting research and entrepreneurial activities in Rochester and western New York. Our mission includes making this state-of-the-art facility available for industry and commercial use, adding MAGIC to the growing list of production resources available in the Rochester region. Our specialty spaces rival those found in NYC and LA, giving our students a one-of-a-kind education, while simultaneously supporting the economic growth of an already thriving local film community. Our students can serve as a convenient and professional resource for commercial productions, and are available to fill potential crew gaps or serve as production assistants.

Contact:

Amanda Hughes is the primary contact for production crews at MAGIC Spell Studios. Please reach out with any facility questions or inquiries.

Amanda Hughes

Technology Manager and Studio Systems Specialist amanda.r.hughes@rit.edu
(315) 877 – 1778

Rochester, NY

As the home of Eastman Kodak, Rochester has always had a vibrant film community. Rochester is a favorite location destination for production, including feature films, television series, documentaries, reality TV, commercials and music videos. You will find a deep and experienced union and non-union crew base, camera and G&E rental, casting agencies, and location services. The Rochester/Finger Lakes Film Commission is the regionally funded resource dedicated to supporting your production.

Rochester is a truly unique location. From the 96 ft Upper Falls in scenic downtown Rochester, to the sloping vineyards and blue waters of the Finger Lakes Wine Region, from old world mansions to a high-tech city center, western New York and the surrounding areas have a location and the weather for every type of film shoot.

For more information, visit http://www.visitrochester.com/

Rochester Institute of Technology and the School of Film and Animation

Founded in 1829, Rochester Institute of Technology is a diverse and collaborative community of engaged, socially conscious, and intellectually curious minds. Through creativity and innovation, and an intentional blending of technology, the arts and design, we provide exceptional individuals with a wide range of academic opportunities, including a leading research program and an internationally recognized education for deaf and hard-of-hearing students. Beyond our main campus in Rochester, New York, RIT has international campuses in China, Croatia, Dubai, and Kosovo. And with nearly 19,000 students and more than 135,000 graduates from all 50 states and over 100 nations, RIT is driving progress in industries and communities around the world. At RIT, we are always on to something amazing. Find out more at rit.edu

RIT's School of Film and Animation (SOFA) enrolls over 400 students in three degree programs: a BFA in Animation or Production; a BS in Motion Picture Science; and an MFA in Production, Animation, or Screenwriting. Students enrolled in the BFA production program graduate as competent crew members, having gained experience in all filmmaking aspects from pre to post production. The curriculum is designed to give students a taste of all filmmaking crafts, then allows them to choose their own path to specialize in their strengths. The animation BFA curriculum is designed similarly, in which students choose to specialize in 2D, 3D or stop motion animation.

The Motion Picture Science BS degree crosses multiple disciplines in film production, imaging science, and engineering. It is unique to RIT, providing students an opportunity to work in the technical side of the filmmaking industry.

Graduates of the MFA program will receive a terminal degree in filmmaking. Students choose to specialize in production, screenwriting, 2D or 3D animation, and must complete a thesis capstone project to fulfill degree requirements. Upon graduation, students have the knowledge and skillset to either work on a production or animation team, write, direct, or teach their discipline at a university

Available Talent within RIT's College of Art and Design

Students, faculty, and staff within the conveniently located College of Art and Design (CAD) are an extensive resource available to productions filming at MAGIC. CAD houses a variety of nationally ranked programs ranging from film and animation, industrial design, furniture design, photography, glass blowing, and everything in between. Because of RIT's commitment to experiential learning, these students are eager to learn from working professionals and are prepared to contribute to your projects when appropriate. With proper planning, this professionally trained student body can be available to help your crew in transforming our soundstage into a working set.

CAD resources include: a large format printing facility, carpentry, painting, on-set photography, competent student film crew, and more. The talent within the College of Art and Design is boundless and ready to support your production needs.









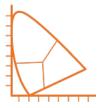
Our Facilities

MAGIC Spell Studios at Rochester Institute of Technology is a 52,000 square foot research and production facility designed for collaboration and digital exploration. Our specialized spaces are outfitted with industry standard technologies, providing our students and the Rochester region opportunity to imagine and create at a Hollywood level.



PRODUCTION

Sound Stage



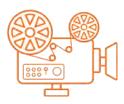
POST-PRODUCTION

Baselight Color Correction Suite



POST - PRODUCTION

Sound Mix Suite



EXHIBITION

Wegmans Theater

MSS-2060

Sound Stage

New York State Qualified Film Production Facility (QPF)

Our 7,000 square foot sound stage is the only of its size in the Rochester region designed from the ground up to support film production. The stage was intentionally built to meet the criteria of a New York State QPF, and offers technical advantages such as an adjustable light batten rigging system and silent heating and cooling.

Sound Stage Specifications



Architectural Details

- 7,000 square feet
- 100' x 70' x 35'
- Wall divider allows for two 3,500 square foot stages (Using half stage satisfies NYS QPF tax credit requirements)
- NC 25 sound rating
- Silent heating and cooling
- 35' pic points with 6,000 lb weight capacity
- Sacrificial MDF wood floor with epoxy finish
- Sacrificial perimeter ribbon boards



Stage Support

- Flatbed accessible loading dock at stage
- Green Room 204 square feet
- Hair/make-up/shower facilities
- Production office overlooking stage 238 square feet
- Atrium space for lunch (subject to availability)
- Waste removal services available (fees may apply)
- Attached grip cage w/ Arri LED lighting and rigging essentials



Power

- 2000 total Amps
- Dual 400 Amp company circuits
- (4) 60 Amp, 3-phase, 208Y/120V pin and sleeve receptacles
- (20) Quad Edison power outlets with DMX input and output around stage perimeter



Lighting Grid Battens

- 14 independently operated units
- 34' in length per batten providing full stage coverage
- Adjustable from 4' minimum height to 32' maximum height
- 650 lb working load limit per batten
- DMX capable
- (16) Edison duplex receptacle power outlets per batten

Baselight Color Correction Suite



The Baselight Color Correction Suite is a cutting-edge facility outfitted for advanced color grading and motion picture science research. The suite offers both a FilmLight Baselight color grading system and the latest version of Davinci Resolve, which can both be configured for digital intermediate or broadcast television grading, including HDR workflows. Reference monitors include a DCI compliant Christie CP4325 4K RGB laser projection system and a Sony BVM-X300 4K V2 OLED HDR mastering monitor. Calman color calibration support is also available.

Baselight Color Correction Suite Specifications



Architectural Details

- Theater style seating up to 40
- 20' x 9' screen with movable mask
- Ergonomic sit/stand desk
- 5.1 surround sound



Technical Details

- DCI compliant Christie CP4325 4K RGB laser projection system
- FilmLight Baselight with slate control surface
- Davinci Resolve with tangent control panel
- Sony BVM X300 4K V2 OLED HDR master monitor
- Calman color calibration support
- DCP packaging and playback



Supported Deliverables

- SDR SD, HD, and UHD video formats for ITU-R Rec. 601/709, ITU-R Rec. 1886
- HDR HD and UHD video formats for ITU R Rec. 2100, SMPTE 2084
- Digital Cinema Packaging at 2K/4K for SMPTE X'Y'Z' 2.6 gamma

MSS-2100

Sound Mix Suite



The Sound Mix Suite was engineered as an acoustically optimized space ideal for sound editing and design. It is Dolby certified for 7.1 audio playback, and comes equipped with Avid ProTools Ultimate editing software. The suite offers a foley/ADR narration booth, and was intentionally built adjacent to the sound stage to support live film scoring.

Sound Mix Suite Specifications



Architectural Details

- Theater style seating up to 40
- 19' x 8' screen
- NC 20 sound rating



Technical Details

- Dolby certified 7.1 audio playback
- Avid S3 console and HD omni preamp
- Avid ProTools Ultimate
- ProTools picture playback
- Dolby CP850 Cinema Processor
- Midas M32 Digital Mixer for film scoring applications
- Live film scoring connectivity (audio and video) to adjacent sound stage
- Adjacent foley/ADR voice booth
- UHD laser-phosphor projection system
- Near-field Genelec 2.1 monitoring
- 3rd party software includes: Izotope, FabFilter, Nugen, Soundminer, Synchro Arts

Wegmans Theater



The Wegmans Theater is the only theater of its kind between New York City and Toronto. It comes equipped with a DCI compliant Christie CP4325 4K RGB laser projection system and is Dolby Atmos certified with 58 speakers. Content can be operated using an HDMI plugin at the front podium or through DCP playback.

Wegmans Theater Specifications



Architectural Details

- Theater style seating up to 180 side aisle access only
- 35' x 15' screen with movable masking
- 2,400 square feet
- NC 25 sound rating
- ADA accessible seating
- House LED/RGB accent lighting
- Extended front stage with speaker podium



Technical Details

- DCI compliant Christie CP4325 4K RGB laser projection system
- Dolby Atmos sound system
- 58 tuned auditorium loudspeakers
- DCP packaging and playback
- (2) Handheld speaker microphones
- (2) Lavalier speaker microphones
- Front podium touch screen panel for room and content control

MAGIC Access and Facilities Use

Non-RIT commercial clients must agree to the terms of the MAGIC Facilities Use Agreement and provide a Certificate of Insurance (COI) to the outlined specifications. A 50% deposit of the quoted facilities use fee will be due at signing. Commercial clients and guests on RIT campus are expected to comply with RIT policies and procedures, as well as those established by MAGIC.

Clients will be issued a vendor security key card to access agreed upon facilities for the duration stated in the signed contract. A maximum of 10 cards may be issued per production. Vendor security key cards are to be returned before the client vacates the space.

All facility inquiries should be directed to Amanda Hughes, Technology Manager and Studio Systems Specialist. Amanda Hughes is the primary contact for production crews at MAGIC Spell Studios. She will coordinate facility usage and fees, manage facility timecards, and serve as "last person out".

Facilities Use Agreement and COI Requirements

All facility rates can be found in Appendix (E). Please note scheduling priority is given to academic requirements during the academic year, which runs from late August through early May. All reservations are made in coordination with Amanda Hughes.

Facilities Rates and Availability

Clients must agree to the full terms and conditions of the MAGIC Facilities Use Agreement. Originally negotiated facility fees may change during occupancy based on factors such as ad hoc equipment additions or overtime charges incurred after signing. Clients assume full risk and responsibility for any damage, loss, or theft of RIT property. Clients must provide a COI confirming required insurance coverage as specified. Clients are to name Rochester Institute of Technology as additionally insured. The certificate holder is to be listed as:

Rochester Institute of Technology
Attn: Amanda Hughes
300 Lomb Memorial Drive

Rochester NY, 14623

See Appendix (F) for full facilities use agreement and COI requirements.

MAGIC Facility Resources and Services

Equipment Guide

The MAGIC Spell Studios sound stage is outfitted with an Arri ALexa Mini studio camera package, Arri LED Skypanel and Fresnel lighting, and a full grip department. Additional gear not available from our inventory can be rented through other local equipment providers. Please reach out to the Rochester/Finger Lakes Film Commission for assistance. See page 15 for contact information.

Cleaning and Waste Removal

MAGIC Spell Studios provides waste removal free of charge for what is considered to be a normal amount of trash. A normal amount of trash can fit neatly within the provided dumpsters, without any spillage or overflow. Productions may also pursue trash removal services independently. Optionally, MAGIC can coordinate trash removal needs for excessive amounts of trash, including disposal of large set pieces, at the production's expense. A 10% mark-up will be added to cover MAGIC's time and labor, and the production must have crew available to strike the set and waste. Productions interested in MAGIC's assistance with trash and set removal must coordinate with Amanda Hughes before contract signing.

If a production leaves waste or set pieces behind without a previous arrangement to do so, they will be invoiced for the cost of waste removal, including the 10% mark-up, and a \$500 surcharge will also be incurred.

MAGIC facilities and property must be cleaned and returned to their original state upon vacating the space at the end of the rental term. This includes sweeping and/or vacuuming, and removing any materials, equipment, trash, tape and residue. Clients will be invoiced a \$500 fee in addition to any other expenses incurred for failure to return spaces and equipment back to their original working order.

Rochester Accommodations

Please contact The Rochester/Finger Lakes Film Commission for up-to-date information regarding local food, catering, accommodations, and activities. Some discounted rates may be available to visiting productions coordinating through the Rochester/Film Finger Lakes Film Commission.

Nora Brown

Film Commissioner

nbrown@filmrochester.org

(585) 455-0505 (cell)

(585) 279-8322 (office)

Rochester, NY - Flower City



Appendices

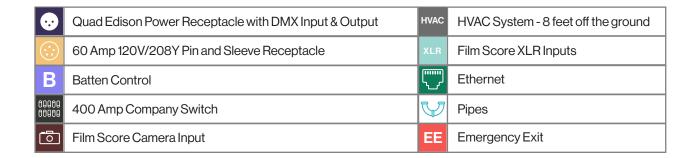
A. Sound Stage Do	cuments
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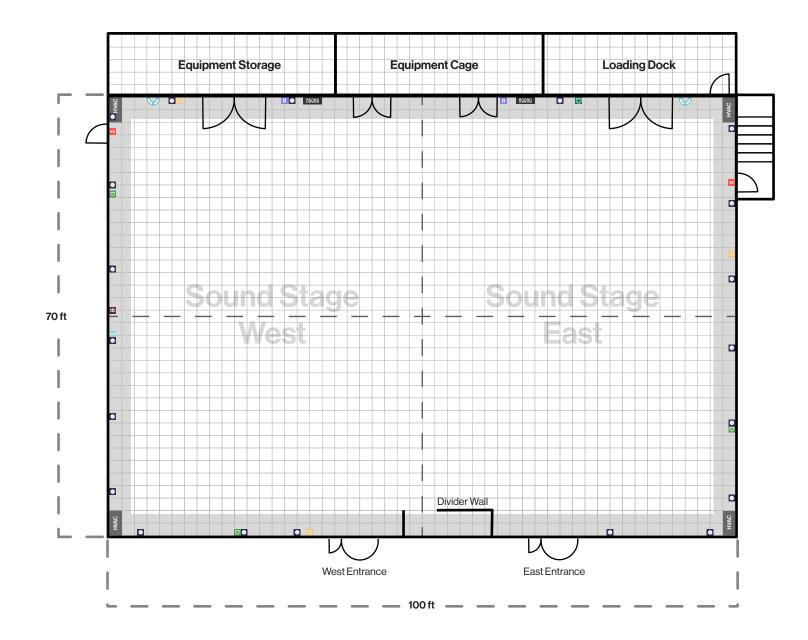
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Sound Stage Map

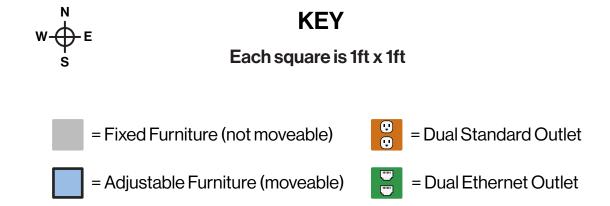


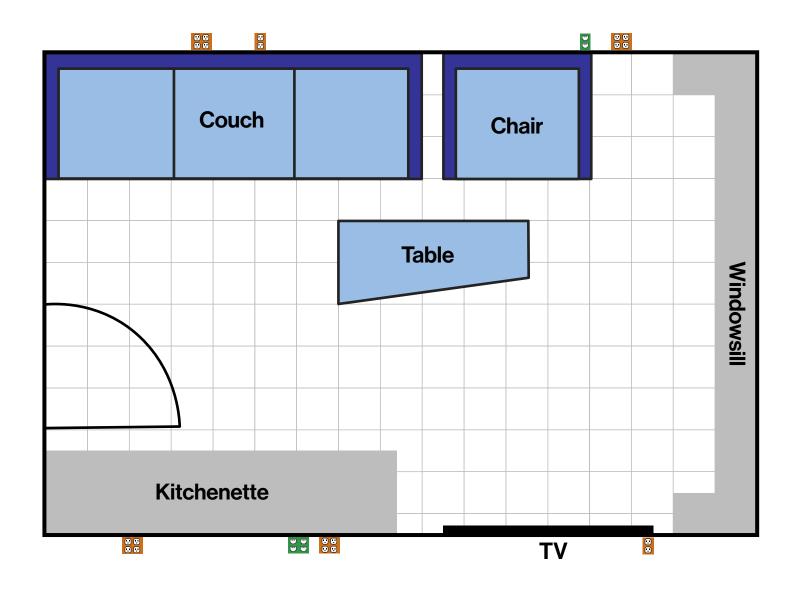
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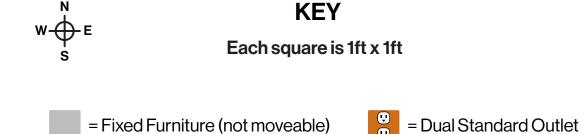


Green Room Map

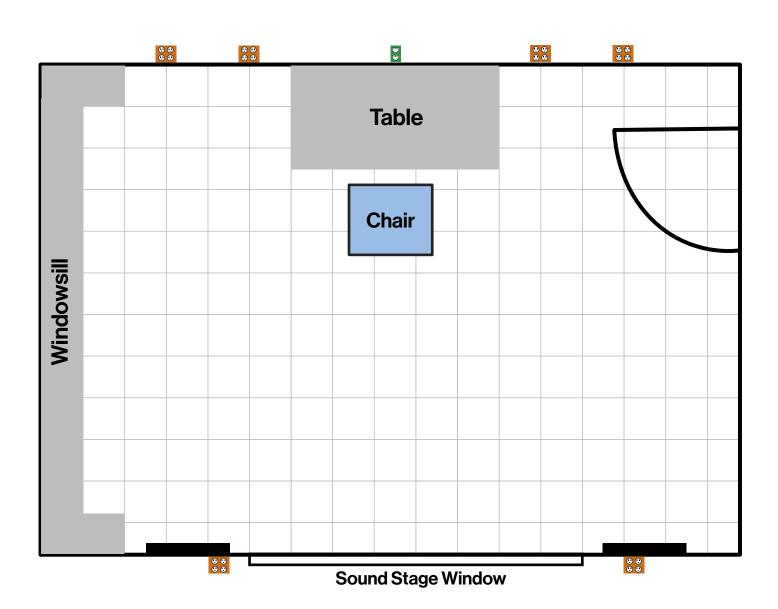




Production Office Map



= Adjustable Furniture (moveable) = Dual Ethernet Outlet



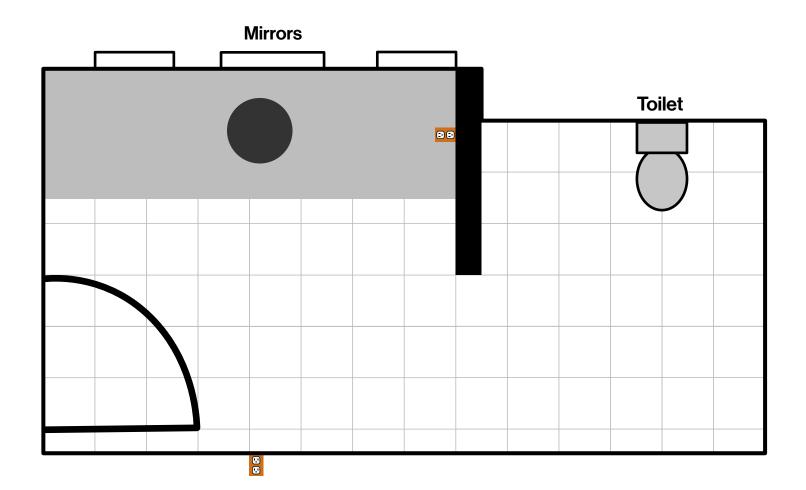
Multipurpose Restroom Map

KEY

Each square is 1ft x 1ft

= Fixed Furniture (not moveable)

= Dual Standard Outlet



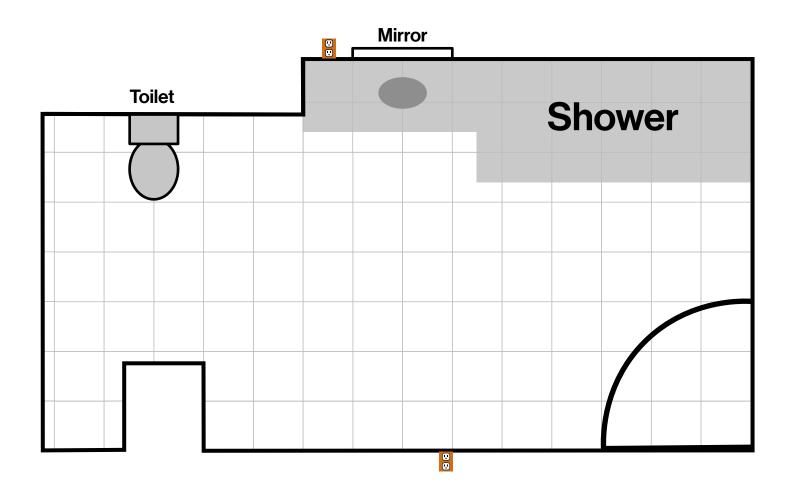
Multipurpose Restroom Map

KEY

Each square is 1ft x 1ft

= Fixed Furniture (not moveable)

= Dual Standard Outlet



APPENDIX B

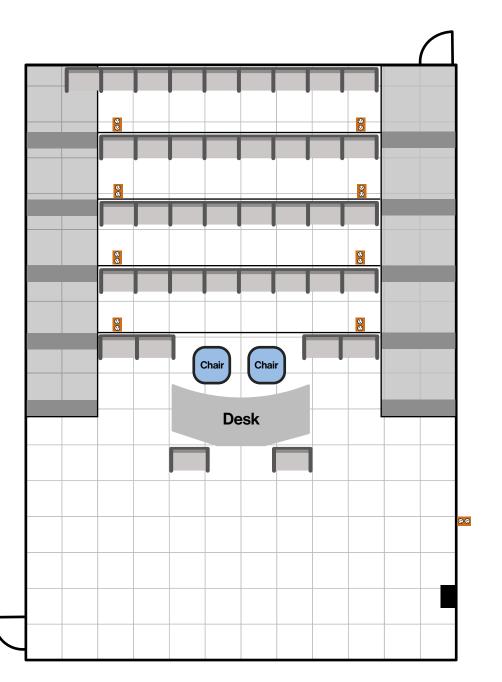
Baselight Color Correction Map

KEY

Each square is 2ft x 2ft

= Fixed Furniture (not moveable) = Dual Standard Outlet

= Adjustable Furniture (moveable) = Theater Style Seat



APPENDIX C1

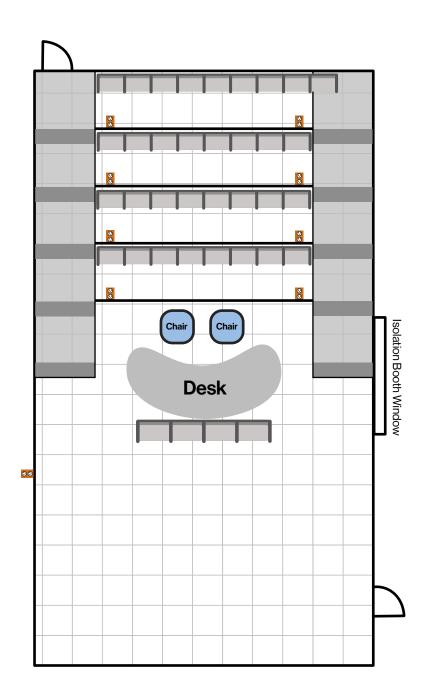
Sound Mix Suite Map

KEY

Each square is 2ft x 2ft

= Fixed Furniture (not moveable) = Dual Standard Outlet

= Adjustable Furniture (moveable) = Theater Style Seat



APPENDIX C2

Isolation Booth Map

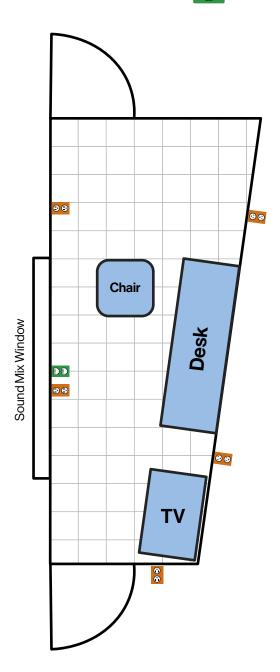
KEYEach square is 1ft x 1ft

= Fixed Furniture (not moveable)

Dual Standard Outlet

= Adjustable Furniture (moveable)

= Dual Ethernet Outlet



APPENDIX D

Wegmans Theater Map

KEYEach square is 2ft x 2ft

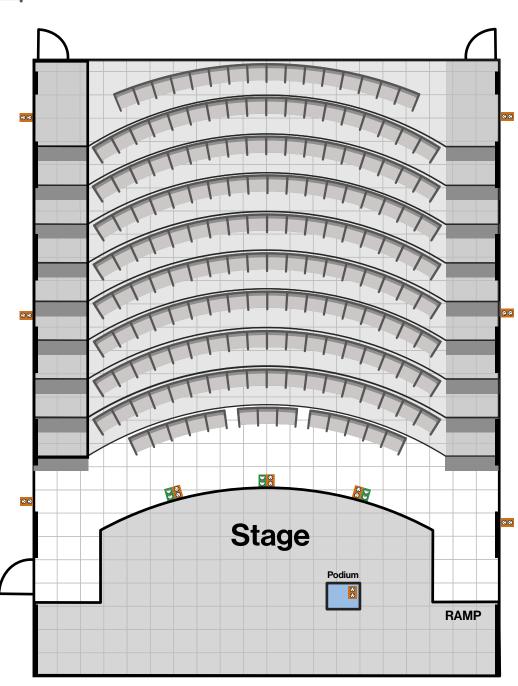
= Fixed Furniture (not moveable)

= Dual Standard Outlet

= Adjustable Furniture (moveable)

= Dual Ethernet Outlet

= Theater Style Seat



RIT MAGIC Spell Studios

MAGIC Spell Grip Package

\$750/day

Flags and Rags

Qty.	Name	Qty.	Name	Qty.	Name
2	8 x 8 Frame	2	12 x 12 Frame	4	2 x 3 Single
2	8 x 8 Solid	2	12 x 12 Solid	4	2 x 3 Double
2	8 x 8 Single	2	12 x 12 Single	4	2 x 3 Silk
2	8 x 8 Double	2	12 x 12 Double	2	2 x 3 Wood Cucoloris
2	8 x 8 Silk	2	12 x 12 Silk	2	2 x 3 Cello Cucoloris
1	8 x 8 White Solid Screen	8	2 x 3 Solid	4	4 x 4 Floppy Cutter
				4	4 x 4 Flag Frame

Hardware

	Name		Name	Qty.	Name
30	Junior Pipe Clamp	8	Quaker Clamp	4	Avenger D600 Mini Boom
4	Baby Pipe Clamp,5/8" Pin	10	A Clamp	4	3' Telescoping Hanger
6	Baby Grid Clamp	6	Grip Head		
6	Mafer Clamp	4	Gobo Head		
6	Matthellini Clamp, 3" Center Jaw	8	Cheeseboro		
4	Matthellini Clamp, 6" End Jaw	4	Ear for 1-1/2" Pipe		

Stands

Qty.	Name
16	40" C-Stands with Arm and Head
2	Mombo Combo Stands
10	Digital Combo Stands
1	Senior Double Riser Rolling Stand
4	BabySitt'r Mini with 3" Baby Plate
4	40" Long Arm

Other

Qty.	Name	Qty.	Name
6	Full Apple Boxes	15	15 lb Sandbags
2	Half Apple Boxes	50	Safety Cables
2	Quarter Apple Boxes		
2	Eighth Apple Boxes		
20	25 lb Sandbags		

MAGIC Spell Lighting

All prices are per day usage

Lights

Price	Qty.	Name
\$350	2	Arriflex S120 Skypanel (Manual yoke)
\$350	2	Arriflex S120 Skypanel (Center Yoke)
\$250	6	Arriflex S60 Skypanel
\$200	4	Arriflex S30 Skypanel
\$150	8	Arriflex L10-C
\$125	6	Arriflex L7-C
\$200	1	Mole Richardson 1600W Tener LED Daylight
\$50	2	Arriflex S120 Lightbank
\$50	2	Arriflex S120 FlexDoor
\$40	4	Arriflext S60 Chimera Softbox w/ Skirt
\$40	2	Arriflex S60 Snapbag Softbox w/ Grid
\$40	3	Arriflex S60 Flexdoor
\$30	2	Arriflex S30 Chimera Softbox w/ Skirt
\$30	2	Arriflex S30 SnapBag Softbox w/ Grid
\$30	2	Arriflex S30 Flexdoor



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MAGIC Spell Camera & Accessories

Arri Alexa Mini Package

\$1000/day

Qty. Name

- 1 Arri Alexa Mini Body
- 1 EVF
- 3 256 GB CFAST Cards
- 1 Card Reader

Qty. Name

- 4 Anton Bauer XT150 Batteries and Charger
- 1 Studio 19mm & 15mm Set Alexa Mini Gold Mount
- 1 Arri FF-5 Cine Follow Focus

Arri LMB Matte Box Kit

\$100/day

Qty.	Name	Qty.	Name
1	LMB 4x5 Matte Box	1	Set of Mattes Spherical
1	LMB 4x5 15mm Lightweight Support Console	1	Set of Mattes Anamorphic
1	LMB 4x5 Extra Rotatable Filter Stage	1	19mm Rod adapters
1	LMB 4x5 Extra Non-Rotatable Filter Stage	1	9", 13", 17" 19mm Rods
1	LMB 4x5 Swing Away Tilt Module	1	Schneider IRND 0.3, 0.6, 0.9, 1.2
1	Top Flag	1	Tiffen Black Pro-Mist 1/8, 1/4, 1/2, 1
1	Side Flags	1	Tiffen Pro-Mist 1/8, 1/4, 1/2, 1
1	Flag Holders	1	Tiffen Multi Rota Tray with 138mm Circular Polarizer

Sigma T1.5FF High Speed 5-lens Kit (PL Mount)

\$400/day

Qty. Name

- 1 20mm Lens
- 1 24mm Lens
- 1 35mm Lens
- 1 50mm Lens
- 1 85mm Lens

RIT MAGIC Spell Studios

MAGIC Spell Grip A-La-Carte Accessories

All prices are per day usage

Flags and Rags

Price	Qty.	Name	Price	Qty.	Name	Price	Qty.	Name
\$20	2	8 x 8 Frame	\$22	2	12 x 12 Frame	\$3	4	2 x 3 Single
\$18	2	8 x 8 Solid	\$20	2	12 x 12 Solid	\$3	4	2 x 3 Double
\$18	2	8 x 8 Single	\$20	2	12 x 12 Single	\$3	4	2 x 3 Silk
\$18	2	8 x 8 Double	\$20	2	12 x 12 Double	\$8	2	2 x 3 Wood Cucoloris
\$18	2	8 x 8 Silk	\$20	2	12 x 12 Silk	\$8	2	2 x 3 Cello Cucoloris
\$18	1	8 x 8 White Solid Screen	\$3	8	2 x 3 Solid	\$5	4	4 x 4 Floppy Cutter
						\$3	4	4 x 4 Flag Frame

Hardware

F	Price	Qty.	Name	Price	Qty.	Name	Price	Qty.	Name
	\$ 3	30	Junior Pipe Clamp	\$3	8	Quaker Clamp	\$5	4	Avenger D600 Mini Boom
	\$3	4	Baby Pipe Clamp, 5/8" Pin	\$1	10	A Clamp	\$10	4	3' Telescoping Hanger
	\$3	6	Baby Grid Clamp	\$2	6	Grip Head	\$2	4	Baby Plate 3"
	\$2	6	Mafer Clamp	\$2	4	Gobo Head			
	\$3	6	Matthellini Clamp, 3" Center Jaw	\$3	8	Cheeseboro			
	\$3	4	Matthellini Clamp. 6" End Jaw	\$3	4	Ear for 1-1/2" Pipe			

Stands

Other

Price	Qty.	Name	Price	Qty.	Name	Price	Qty.	Name
\$5	16	40" C-Stands with Arm and Head	\$2	6	Full Apple Boxes	\$3	15	15 lb Sandbags
\$12	6	Mombo Combo Stands	\$2	2	Half Apple Boxes	\$1	20	Cribbing
\$6	10	Digital Combo Stands	\$2	2	Quarter Apple Boxes	\$1	50	Safety Cables
\$10	4	Senior Double Riser Rolling Stand	\$2	2	Eighth Apple Boxes			
\$3	4	BabySitt'r Mini with 3" Baby Plate	\$3	20	25 lb Sandbags			
\$2	4	40" Long Arm						

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MAGIC Spell Grip Camera Accessories

All prices are per day usage

Camera

Price	Qty.	Name
\$70	1	Sachtler Video 25 PLUS tripod (head and legs)
\$100	1	BarTech Wireless Follow Focus
\$70	1	Sigma T2 135mm FF PL Mount
\$50	1	Alexa Mini Handheld Kit
\$30	1	Alexa Mini Wetsuit
\$10	1	BNC Bin - Includes 50', 25', 3' and 1' BNCs
\$50	1	Inovativ Apollo 40 NXT Cart

Monitors & Wireless Video

Price	Qty.	Name
\$200	1	SmallHD 17" Studio Monitor
\$125	1	TV Logic VFM-055A 5.6" on-camera monitor
\$125	1	Small HD 5.5" Focus OLED SDI Monitor Kit
\$150	1	Teradek Wireless Video w/ Two Receivers

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MAGIC Spell Production Support

All prices are per day usage

A - La - Carte

Price	Qty.	Name
\$10	12	6ft Rolling Tables
\$3	35	Chairs
\$10	6	Director's Chair
Please	Call	Studio Flats





MSS Studio Rate Card

* Subject to Availability

Sound Stage

Description	Full Stage (7,000 sqft)	Half Stage (3,500 sqft)
Prep, Build or Strike	\$1200/day	\$700/day
Prelight or Shoot	\$2000/day	\$1100/day
W/O adjustable Light Battens	\$1500/day	\$800/day
Overtime (> 10 hours)	\$150/hr	\$150/hr
Weekend Surcharge	\$200/day	\$200/day
Weekend Overtime	\$200/hr	\$200/hr

*Offstage Facilities

Utilities

Description		Description	
Green Room	No Charge	Electrical	No Charge
Makeup / Restroom	No Charge	AC/Heat	No Charge
Shower / Restroom	No Charge	Internet	No Charge
Production Office	No Charge	Parking	No Charge

*Additional Facilities

Description	Hourly Rate
Small Conference Room (Seats 7)	\$20
Large Conference Room (Seats 14)	\$25
Demo Lounge (Seats 9)	\$25

For Offstage Filming Locations: Please Contact Amanda Hughes at amanda.r.hughes@rit.edu



rit.edu/magic amanda.r.hughes@rit.edu

MSS Event Rate Card

Sound Stage

Time Full Stage (7,000 sqft) Half Stage (3,500 sqft)

Up to 5 hours \$600 \$400 5-10 hours \$1100 \$700

Overtime (10+ hours) \$100/hr
AV Please Call

MSS Atrium

Time
Up to 5 hours
\$500

5-10 hours
\$800

Overtime (10+ hours)

AV
Please Call

Wegmans Theater

Large Conference Room - 3190

Seats 14 **Time Price Time Price** \$100 \$25/hr Hourly Hourly Overtime (10+hours) \$125/hr Overtime (10+ hours) \$35/hr ΑV Please Call ΑV Please Call

Demo Lounge - 2170

Small Conference Room - 2015

Seats 7

Time	Price	Ocals 9	Time	Price	Geats 1
Hourly	\$25/hr		Hourly	\$20/hr	
Overtime (10+ hours)	\$35/hr		Overtime (10+ hours)	\$30/hr	
AV	Please Call		AV	Please Call	

Seats 9



rit.edu/magic amanda.r.hughes@rit.edu

MSS Post Production Rate Card

Please Note

Rates are for the facility only and do not include a colorist or sound engineer.

MAGIC Spell Studios is happy to connect clients with talent trained in these areas for independent hire.

Baselight Color Correction Suite

Description

Rates include color grading software, control surface, and calibrated reference monitors.

Service Price
Set-up fee \$100

Baselight Color Grading \$200/hr
Davinci Resolve Color Grading \$125/hr

Sound Mix Suite

Description

Dolby certified for 7.1 audio playback.

Rates include Avid Protools and selection of 3rd party sound design software.

Service Price

Set-up fee \$100

Sound Mixing and Playback \$125/hr

ADR/ Narration Session \$150/hr

FACILITIES USE AGREEMENT BETWEEN ROCHESTER INSTITUTE OF TECHNOLOGY AND [Company]

This Facilities Use Agreement made this day of	of, between Rochester Institute of
Technology, a not for profit institution of higher ed	ducation organized under the laws of the State
of New York whose principal address is One Lom	b Memorial Drive, Rochester, New York
14623 ("RIT") and [Company] whose address is _	("Company").

Facility: Subject to the terms of this Agreement, RIT agrees that Company shall enjoy a revocable, non-exclusive license to be present on the RIT Campus in the location(s) (hereinafter referred to as the "Facility") and duration as outlined in Exhibit "A" attached to this Agreement and made an integral part thereof. This Agreement also includes use of RIT Equipment as outlined in, and subject to terms of Exhibit "C," to this Agreement. All other equipment and supplies needed to perform Company's activities shall be provided by Company at its sole expense. Any equipment provided by Company shall be removed from the Facility by Company upon the expiration or termination of this Agreement, provided that if the installation or removal of such equipment causes any damage to the Facility, Company shall reimburse RIT for the cost of all repairs.

Fees: Company agrees to pay RIT the Deposit, Facility Use Fee, and (as applicable) Cleaning Fee specified in Exhibit A. Company acknowledges responsibility for purchases, equipment rental and/or materials costs, incurred by the Company in their use of the Facility, including, if applicable, the equipment rental fees set forth in Exhibit C.

<u>Limits on Use:</u> The Company acknowledges that access to the Facility is a privilege and may be revoked by RIT for cause at any time. Use of the Facility is limited to the activities described in the Company's Project(s) outlined in Exhibit "A". This Agreement does not grant to Company any rights to use, publicize, or otherwise include RIT intellectual property, including but not limited to trade names and copyrights, in any Company projects. Company shall not have access to the Chapman/Leonard Super Pee Wee II Dolly unless expressly authorized in writing by RIT.

Facility Policy: Company (including its employees, representatives, contractors, agents, and invitees) shall comply with all applicable federal, state, and municipal laws, including but not limited to, orders and fire, health and safety regulations of federal, state, county and municipal authorities, and with any direction or requirement of any public or RIT officer(s), official(s), pursuant to law, or any insurance company carrying any insurance on the subject premises, and any insurance inspection or rating bureau, which shall impose any duty upon RIT or Company with respect to RIT property or the use or occupation of any RIT premise, including the Facility. Company shall not discriminate or permit discrimination in its operational or business practices relative to the subject premises against any person or groups of persons on the grounds of sex, race, color, handicap, age, religion, national origin, or sexual orientation in any manner prohibited by any federal, state of municipal laws. Company shall comply with all aspects of New York State Civil Rights law, and other applicable laws, involving permission required for the use of an individual's name, picture, or voice. Company agrees to comply with all rules, requirements, and policies of RIT, including, but not limited to those located at http://www.rit.edu/academicaffairs/Manual/ while on any RIT property. Company further agrees

that it shall not bring to, use, or store the following items on any RIT property (including, but not limited to the Facility): glitter, pyrotechnics and unreasonable volatile organic compounds, fumes and any other items as determined by RIT in its sole discretion.

Indemnification: Company agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless RIT and its Board of Trustees, officers, employees, agents, students, programs, and entities against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) Company's use or occupancy of the Facility, or any activity or thing done, performed or suffered by Company, its agents, its employees, Company's, invitees or persons attending or participating in Company's activities in or about the Facility; or (ii) any loss, injury, death or damage to persons or the Facility on or about the Facility by reason of any act, omission or negligence of Company, or any of its agents, its contractors, its employees, or Company's invitees; or (iii) any breach or default in the performance of any obligation on Company's part to be performed under the terms of this Agreement. Company's indemnity obligations will not extend to any liability to the extent caused by the sole negligence of RIT or its agents or employees.

<u>Insurance:</u> RIT's specific insurance requirements are set forth and incorporated hereto in Exhibit "B," RIT Event Insurance Requirements.

<u>Limitation of Liability:</u> Company agrees to conduct its activities in the Facility in a careful and safe manner. As a material part of the consideration to RIT, Company agrees to assume all risk of damage to and loss or theft of Company property while at RIT, damage to the Facility or equipment, and injury or death to persons related to Company use or occupancy of the Facility in, upon, or about the Facility from any cause, and Company waives all claims against RIT. IN NO EVENT SHALL RIT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE FACILITY, EVEN IF RIT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Warranty; Limitation of Liability: RIT MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, USE, ORIGINALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY OF ANY IDEA, INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED, OR USED (INCLUDING ANY EQUIPMENT RENTED BY RIT TO COMPANY) UNDER OR IN CONNECTION WITH THIS AGREEMENT.

Relationship: Neither Company nor any personnel of Company will for any purpose be considered employees or agents of RIT. Company assumes full responsibility for the actions of Company's members, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

Force Majeure: Neither Party shall be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting

the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of third parties (e.g., wholesalers), wars and war-operations, restraints of government, power or communication line failure or other circumstances beyond the Party's control, or by reason of the judgment, ruling, order of any court or agency of competent jurisdiction, or materially altering the law or regulations covering the subject matter of this Agreement or any other change in such law or regulations subsequent to the execution of this Agreement. However, if the force majeure event continues for three (3) consecutive days the Party not directly affected by it may terminate this Agreement immediately upon written notice to the other Party without penalty to it.

<u>Severability:</u> If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

Assignment and Subletting: Company does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Facility without the prior written consent of RIT, which consent may be granted or withheld in RIT's sole discretion. Any attempt to assign this Agreement by Company shall be null and void.

Governing Law: This agreement shall be interpreted in accordance with the law of the State of New York without regard to its conflicts of law provisions. Any action to enforce this Agreement must be brought in a court situated in, and the parties hereby consent to the jurisdiction of courts situated in Monroe County, New York. Each Party hereby waives the right to claim that any such court is an inconvenient forum for the resolution of such action.

<u>Miscellaneous:</u> This Agreement, including its exhibits, constitutes the entire agreement of the parties with respect to the matters addressed herein and no modifications of the agreement shall be enforceable unless in writing signed by both RIT and the Company. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREAS, this Agreement has been accepted by the duly authorized representatives of the parties as of the dates written below.

COMPANY	ROCHESTER INSTITUTE OF TECHNOLOGY
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

EXHIBIT A FACILITY, USE FEE, DURATION, AND PURPOSE/PROJECT

The Parties may revise this Exhibit by mutual, written agreement at any time during the term of the Agreement.

the Agreement.		
FACILITY USE I	FEE:	
Use Fee: \$, due upon execution of the Agreement, inclusive of Deposit. Company agrees the sys of receipt of invoice. RIT's invoice shad be Facility and Duration identified below, but the damounts within five (5) business damounts.	o pay all fees invoiced by RIT within all contain any future changes made and Company must inform RIT in
	v Company to be on and to film at the folvance location, and add bullets as needed	
DURATION:	Commony to be an and to use the Facili	ty location(c) from
KIT agrees to allow	V Company to be on and to use the Facili	ty location(s) from:
Facility	Start Date and Time	End Date and Time
[Name]	[Start Date and Time]	[End Date and Time]
Company further a and removal of equ	grees that the state dates and times above ipment.	e are inclusive of Company's setup
	ECT: v Company to be on and to use the Facili curpose or project the Company will wor	
ALTERATIONS	TO FACILITY AND CLEANING FE	<u>E</u> :
equipment on the F required, Company	Pledge that Company may need to temporacility for sole purpose of the use(s) despends that return and restore said equipment of the necessary as determined by RIT in its	cribed herein. If such change is to its original place and condition, or
without limitation, agrees to pay RIT a	will restore to a clean condition the Faciliany floors, storage areas, work areas, and Cleaning Fee of five hundred dollars (\$ employee-hours of work, as determined	d Equipment used by Company, and 500.00) for any cleanup requiring
Company Initial:	Date:	RIT Initial: Date:

EXHIBIT B RIT EVENT INSURANCE REQUIREMENTS

- I. Company shall maintain, at its expense, the following insurance coverage to meet its obligations under this Agreement:
 - A) <u>Commercial General Liability</u> written on an occurrence basis with minimum limits of \$1,000,000 each occurrence/\$2,000,000 aggregate. In the following situations, the general liability coverage must also include:
 - 1. If the Company's use of the Facility involves participants who are minors or vulnerable adults then **Sexual Molestation coverage** for both the general and excess liability coverage is required. This coverage should be noted on the certificate of insurance under comments.
 - B) <u>Auto liability</u>: (including owned, non-owned, and hired vehicles) \$1,000,000 combined single limit.
 - C) <u>Excess Liability:</u> \$3,000,000 per occurrence and \$3,000,000 aggregate. Coverage will not be more restrictive than the underlying coverage.
 - D) <u>Worker's Compensation and Employers Liability:</u> Statutory NYS Coverage.
- II. <u>RIT shall be named as an additional insured on liability policies as referenced in Section I above, with respect to the obligations, indemnifications, and liabilities of the Company.</u>
- III. A) The limit and coverage requirements set forth herein are to be considered the minimum requirements and in no way limit the liability of the Company. This insurance shall be written in a company licensed to do business in New York State and each policy shall provide for notification to RIT thirty (30) days prior to termination, material change or restrictive amendment. The insurance companies issuing the policies shall have no recourse against RIT for payments of any premiums or for any assessments under any form or policy.
 - B) These requirements shall be primary insurance ahead of any insurance carried by RIT.
 - C) The Company shall furnish to RIT a Certificate of Insurance evidencing the required coverage no less than ten (10) days prior to the before the first day Company is permitted to be use the Facility as specified in Exhibit A. This Certificate shall be updated thereafter as policy periods expire.
- IV. Notwithstanding any other provision of this Agreement, RIT may cancel the event if the insurance requirements are not met to RIT's Global Risk Management department's satisfaction.

EXHIBIT C EQUIPMENT RENTAL

RIT agrees to rent to Company the Equipment identified below.

Equipment	Cheqroom ID	Serial Number	Description	Rental Rate	Rental Period	Total Renta Fee
L OTHER 1	DENTALS	I .				
Fauinment	Quantity	Serial Number	Description	Rental	Rental	Total Ren

Equipment	Quantity	Serial Number	Description	Rental Rate	Rental Period	Total Rental Fee

RENTAL PERIOD:

[Insert specific start and end dates, or use "Duration identified on Exhibit A."]

RENTAL FEE: Company agrees to pay all amounts invoiced by RIT within five (5) business days of receipt of invoice. RIT's invoice shall contain any future changes made by the parties to the equipment or other rentals identified above, and Company must infom RIT in writing of any disputed amounts within five (5) business days of receipt of invoice.

OWNERSHIP, TITLE AND USE: The Equipment will at all times be the sole and exclusive property of RIT. Company will have no right or property interest therein, except for the right to use the Equipment as described herein. Company will keep the Equipment at all times free and clear from all claims, liens, encumbrances and processes. Company will not remove the Equipment from the Facility without RIT's prior written permission. Company will use and operate the Equipment only in accordance with the applicable vendor's or manufacturer's manual of instructions and by competent and qualified personnel. <u>UNDER NO CIRCUMSTANCES WILL RIT REMOVE, ALTER OR MODIFY ANY APPLICABLE SAFETY DEVICES CONTAINED</u> ON THE EQUIPMENT FOR ANY REASON WHATSOEVER.

Company Initial:	 RIT Initial:	Date:

REPAIRS AND REPLACEMENTS: Company will keep the Equipment in good condition, reasonable wear and tear excepted.

INSURANCE: In addition to all other insurance obligations set forth in this Agreement, Company will, at its own cost and expense, maintain full property damage, liability and bodily injury insurance on the Equipment in such form and with such insurance companies as will be reasonably satisfactory to RIT. Likewise, Company will maintain workers' compensation covering its employees and commercial general liability insurance for activities of Company's employees and/or subcontractors for claims arising from Company's use of the Equipment during the term of this Agreement. Each party will provide evidence of its insurance coverage consistent with the terms of Exhibit B, Section III(C).

<u>Liability for Damage:</u> Company will be responsible for any damage to the Equipment to the extent caused while the Equipment is in Company's possession or under otherwise under its control.

Company Initial:	Date:	RIT Initial:	Date:

APPENDIX G

DATE (MM/DD/YYYY)

B	HIS CERTIFICATE IS ISSUED AS A MATTE ERTIFICATE DOES NOT AFFIRMATIVELY ELOW. THIS CERTIFICATE OF INSURAI EPRESENTATIVE OR PRODUCER, AND TH	OR NEGATIVELY AMENE	, EXTEND OR AL	TER THE CO BETWEEN	OVERAGE AFFORDED I THE ISSUING INSURER	SY THE POLICIES (S), AUTHORIZED
If	PORTANT: If the certificate holder is an SUBROGATION IS WAIVED, subject to the is certificate does not confer rights to the c	terms and conditions of	he policy, certain	policies may	and the last the last the same of the last the l	ance
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ABC's Insurance Agent 100 Main Street		TAY .			630-555-9876	
	Rochester, NY 14601		11.00	NSURER(S) AFFO	RDING COVERAGE	NAIC#
			INSURER A: Bes	t Insuranc	ce Company	12345
ABC Company Wander of			INSURER B: XYZ	00012		
	250 Main Street	Vendor or		ed Profes	sional Insu	99912
	Rochester, NY 14623	Contractor	INSURER D:			
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0	chester Institute of Technology ed above under the limit section	is added as Addition	nal Insured. I	f the Abus	se/Molestation co	ed I Insured. or RIT Inn
E	RTIFICATE HOLDER		CANCELLATIO	V	appropria	te
Ro Att	chester Institute of Technology n: Melinda Ward Lomb Memorial Dr.	RIT is the Certificate Holder	SHOULD ANY O	F THE ABOVE I DN DATE TH WITH THE POLI	DESCRIBED POLICIES BE O BEREOF, NOTICE WILL CY PROVISIONS.	ANCELLED BEFORE
(not a Division, or College.)			John J. Agent			