

## Rules, Rental Agreement & Waiver of liability

### RENTAL TERMS

"Company" is NoHo Studio Rentals, "Premises" includes the studio and any adjacent property owned by NoHO Photo Studio rentals, "Renter" is the person or entity renting Premises or equipment.

### RATES

Rental rates are set by the most current version of the Rates Sheet in effect at the time of signing.

### PAYMENTS & DEPOSITS

In order to confirm and hold a reservation, all rental fees, plus any refundable leaning/damage deposits must be paid in full at the time of booking. In the case of additional equipment rental added on the shoot day, the rental fee plus damage deposit must be paid by cash/credit card at the time of rental.

### CANCELLATIONS

Cancellations of confirmed bookings will result in the following charges:

48 hours or more:

A confirmed booking that is cancelled more than 48 hours prior to the booking date and time will incur no charges. All payments will be refunded in full.

24 to 48 hours:

Cancellations made from 24 - 48 hours prior to the booking date and time will be charged fifty percent (50%) of the basic cost of the total studio rental. The remaining 50% of the basic fee plus all prepaid equipment rental fees, cleaning and damage deposits will be refunded.

Less than 24 hours :

Cancellations made less than 24 hours prior to the booking date and time will be charged the full fee of the basic studio rental. Prepaid equipment rental fees, cleaning and damage deposits will be fully refunded.

All refunds will be made to the credit card used for the original booking. Company reserves the right to charge a 5% processing fee for the refund of any basic rental fee due to cancellation.

If the Company must cancel Renter's reservation, Renter will be given, in Company's sole discretion, either rescheduling priority or a full refund. Company is not liable for acts out of its control that affect the shoot, such as building equipment failures, power outages, weather, acts of God or emergencies. In such cases, Company will refund a prorated portion of Renter's payment.

If cancellation is made more than 24 hours prior to the booking time and date, cancellation fees may be waived by Company, at Company's discretion, if the session is rebooked within five working days and the Company studio calendar can accommodate the new shoot date and time.

### LENGTH OF USE

Rental periods are pre-arranged at the time of booking. Renter's rental time begins promptly at the designated starting time and ends promptly at the designated ending time. Time includes set up and break-down. Studio must be cleaned and vacated by the end of the rental period. No prior drop-off and/or pick-up after completion of shoot, of equipment, props, etc. unless negotiated at time of rental contract. Additional fees may apply.

### ELECTRICAL USAGE

Studio rental fee is based on the use of strobe lighting. If hot lights are used there will be an additional power usage fee charged according to the current rate sheet.

### CLEANING & TRASH

Renter agrees to leave the Premises and all contents and fixtures in the same condition as they were when Renter arrived. Company will dispose of trash collected in the supplied trash cans. Renter must discard larger items, such

as props and set pieces, in the metal disposal bin behind the studio. Disposal of large amounts of garbage due to large sets may also accrue additional costs.

All items brought to the Premises by Renter are to be removed by Renter. Items left after 7 days will be assumed abandoned and may be discarded or kept by the Company for Company use, with no compensation due the renter, at the discretion of the Company.

If Renter does not return Premises to the order and cleanliness found when Renter arrived, Company will charge at minimum a \$50 cleaning fee to be withheld from the cleaning/damage deposit.

#### STUDIO RULES

- No smoking whatsoever is allowed in the studio.
- No alcoholic beverages or non-prescription or illegal drugs.
- Music is to be kept at reasonable levels and not contain vulgar or offensive lyrics.
- No one will be admitted who is drunk or under the influence of illegal substances.
- No pets allowed without prior consent of a Company representative.
- Maximum of ten people in Renter's party.
- Additional fee of \$5 per each person over the limit will apply.

#### WAIVER OF LIABILITY

Use of Company's Premises and equipment is at Renter's risk. Renter hereby agrees that Company will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to Renter, his party or possessions while on the Premises. All persons and activity on Company's Premises may be video recorded for security usage.

Renter holds harmless and indemnifies Company and its owners, agents, representatives, associates, officers, employees, guests and tenants against any suit, claim, loss, accident, judgment, fine, injury or damages, including reasonable attorney's fees. This indemnification shall continue in full force and effect during and after the term of the rental for such causes arising during the term of the rental.

#### CONDUCT

This is a shared studio and we maintain a professional environment. Renter shall be solely responsible for the conduct and welfare of all persons accompanying Renter while on Company's Premises. Renter agrees that a Company representative may, at Company's sole discretion, be present at all times. If the representative observes or otherwise becomes aware of dangerous, pornographic, illegal or negligent practices or activities, the representative reserves the right to stop the shoot and may require Renter and Renter's party to leave immediately. In such case no refund will be given for unused time. However, Company and its representatives assume no responsibility to act in such cases.

#### AGE OF MODELS

Renter is solely responsible for verifying that all photographic subjects are of legal age. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to demand proof of parental consent if models or photographic subjects are under the age of 18 and to end those activities if Company becomes aware that legal age violations are occurring. Company is not liable in the case of an invalid ID or any other form of age verification

#### INSURANCE

Businesses, Corporations, Production Companies and other legal entities may be required, prior to rental, to present a certificate of general liability insurance naming «NoHo Studio Rentals» as additionally insured on the dates of the rental. If so required, Renter's liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall be Commercial General Liability with a minimum of \$1,000,000 per occurrence & annual aggregate.

#### EQUIPMENT

Company agrees to provide equipment in good working order, but makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes. Renter shall notify Company immediately of any malfunction, damage or other issues with the equipment.

DAMAGE

Renter shall be solely responsible for any damage to Company's property or equipment that occurs during the time Renter or his party occupies the Premises. Damage deposits will be held until repairs can be made. If the damage exceeds the amount of the damage deposit, Renter agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition. Renter agrees to pay for damage to the Premises including spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces.

ARBITRATION

If the parties are unable to resolve any controversy or claim arising under this Agreement, they agree to submit the dispute or claim to binding arbitration subject to the commercial arbitration rules of the American Arbitration Association. This arbitration will take place in Los Angeles County, CA. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of arbitrators of the American Arbitration Association. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$200.

MISCELLANY

Licensee shall comply in all respects with all federal, state, county, city, or other local laws, regulations and ordinances and all rules and regulations of any governmental authority, in connection with this Agreement. This Agreement incorporates the entire understanding and agreement between Company and Renter. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of California shall govern this Agreement. The following signatures constitute a legal and binding Agreement between Renter and Company.

Renter Print Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

Renter Signature \_\_\_\_\_