



This Agreement (the “Agreement”) is made and entered on _____, by and between _____ (“Renter”) and FD Photo Studio (“Company” or “Studio”) and incorporates the entire understanding and agreement between the Renter and FD Photo Studio. Any modifications of this Agreement must be in writing and signed by both parties. The parties have read this entire Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties.” By signing below, Renter accepts and agrees to be bound by these Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

RENTAL TERMS

“Company” or “Studio” refers to FD Photo Studio, “Premises” includes the studio and any adjacent property owned by FD Photo Studio, “Renter” refers to the person or entity renting the Studio’s premises or equipment.

RATES

Rental rates and/or fees, including overtime fees, are set by the most current version of the Rental Rate Sheet in effect at the time of signing.

PAYMENTS & DEPOSITS

In order to confirm and hold a reservation, all rental fees, plus any refundable cleaning/ damage deposits must be paid in full no later than 48 hours prior to the day of the booking. In the case of additional equipment rental added on the shoot day, the rental fee, plus damage deposit must be paid by credit card, Venmo or PayPal at the time of rental. There is a 5% transaction fee on all card transactions and a 3% transaction fee on PayPal transactions. No checks are accepted.

RESERVATIONS

Renter’s rental time begins promptly at the designated starting time and ends promptly at the designated ending time. Rental time must include set up, break-down, and clean up. Studio must be cleaned and vacated by the end of the rental period. No prior drop-off and/or pick-up after completion of a shoot, of equipment, props, etc., unless negotiated at the time of the rental contract; additional fees may apply. If Renter goes over the designated rental period, overtime fees will apply and charged in one-hour increments or as otherwise agreed upon by the parties in advance.

RENTAL PERIODS

Rental periods are pre-arranged in advance. Any changes needed to be made to the rental period the day of the booking are not guaranteed and are subject to a Studio representative’s approval. Renter’s rental time begins promptly at the designated starting time, and ends promptly at the designated ending time. Rental period includes set-up, breakdown, cleanup and pack-up.

Studio must be cleaned and vacated by the end of the rental period. No prior drop-off and/or pick-up permitted after the completion of a shoot, of equipment, props, etc., unless negotiated at the time of the rental contract; additional/ overtime fees may apply. Any fractions of an hour are billed as a whole hour; this applies too, to hourly count of packages.

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 base cost of the total studio rental. The remaining 50% of the base fee plus all prepaid equipment rental fees, cleaning and damage deposits will be refunded.

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.

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 base studio rental. Prepaid equipment rental fees, cleaning and damage deposits will be fully refunded.

All refunds to be confirmed by the Company and will be made in the manner 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.

No chargebacks are to be done after the start of the Renter's booking time. All filed chargebacks are to be paid at the fee equals the chargeback plus additional \$100 in the processing fees.

If the Company must cancel Renter's reservation, Renter will be given, in Company's sole discretion, either a rescheduling priority date 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.

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.

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.

FD Studio staff shall have the right to inspect FD Studio equipment and/or studio at any time during the rental term. If a breach of any of the provisions of the Rental Contract is discovered upon inspection, FD Studio reserves the right to revoke the Renter's access to the equipment and/or studio, without any liability to the Renter.

All of the equipment provided is accounted for before and after each customer session. If anything is missing, the Renter will be charged the retail "new" value for that item. The Renter will be provided a form which lists the inventory at the start of the Renter's session at FD Studios. It is the customer's responsibility to notify FD Studios if there is any missing inventory/equipment, before the session starts. Should there be no notification, FD Studio will hold Renter liable for any missing equipment/inventory at the end of the session.

CONDITION OF PREMISES

FD Photo Studio represents and warrants that all property and equipment is in good condition. All defects or damage to the premises are deemed to have resulted from the use of the premises by Renter, unless defects or damage was noted, in writing, prior to the renter's occupation of the premises.

DAMAGE

Renter shall be solely responsible for any damage to Company's property, water and electrical features, furniture or equipment that occurs during the time Renter or his party occupies the Premises, as well as the loss of profit and refunds to confirmed bookings in cases when damages require the Company to temporarily close the studio for the repair. 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.

VALUE

FD Photo Studio warrants that neither it nor any other occupants on the premises has given or agreed to give anything of value, except the use of the premises to Renter or anyone associated with the Renter. Renter is fully liable for and shall at Renter's expense replace any items on the premises which are lost, stolen, missing or damaged while renter is on the premises.

INSURANCE

Businesses, Corporations, Production Companies and other entities may be required, prior to rental, to present a certificate of general liability insurance naming FD Photo Studio as an additional insured on the dates of the rental. If 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.

CLEANING & TRASH

Renter agrees to leave the Premises and all contents and fixtures in as good of a condition as when received, reasonable wear and tear from permitted uses excepted. Company will dispose of trash collected in the supplied trash cans. Renter must discard larger items, such as props and set pieces. Disposal of large amounts of garbage due to large sets may also accrue additional costs. All hard to clean materials must be approved in advance; a refundable deposit may be required.

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 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.

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 immediately vacate the premises. 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/models employed during Renter's rental period 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.

WARRANTIES & REPRESENTATION

No warranties or representations with respect to the suitability of the premises for the intended use, either express or implied, are made.

ASSUMPTION OF RESPONSIBILITY

The Renter (and anyone associated with the Renter, including, but not limited to assistants, guests models photographers, etc.) hereby assumes all responsibility for all risks associated with and/or resulting in his/her use of the premises and equipment, even if FD Studio is found to be negligent or in breach of any duty of care or any obligation to the Renter.

The Renter further assumes responsibility for any loss or damage to the studio, or the equipment on premises occurring during the Renter's designated time (except for normal wear and tear). The Renter agrees to pay the costs of repair or replacement for any such loss or damage upon receipt of a claim from FD Studio to the Renter.

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.

INDEMNITIES AND HOLD HARMLESS

Renter, on his/her own behalf or his/her heirs, next of kin, executors, administrators, personal representatives, assigns, or anyone in Renter's party, agrees to hold harmless from and against and indemnify, release and forever discharge FD Studio, its owners, staff, agents, representatives, associates, officers, employees, guests and tenants, against any suit, claim, loss, accident, judgment, fine, personal injury or damages, including property damage or loss

from all liability for personal injury, property damage or loss, costs, demands, court costs, hospital costs, attorney's fees, liabilities or whatever nature or kind (including but not limited to contracting communicable diseases, such as COVID-19), arising as a result of any accidents, falls, equipment malfunction or failure, or any other damage(s)/accidents/ loss, or any other cause while on the premises, resulting from the rental due to any cause, including, but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of contract, mistake(s), action, inaction, breach of any duty imposed by law or error of judgment on the part of FD Studios' owners and/or staff.

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.

STUDIO RULES

Renter and its personnel, assigns, employees, contractors and clients are required to observe any rules and regulations required by the Studio and the Studio reserves the right to remove from the premises any individual who violates the Studio's rules. These rules included in **Exhibit A**, attached to this agreement.

ARBITRATION

Any controversy or claim arising out of or related to this Agreement, or breach of this Agreement will be settled by binding arbitration, in Los Angeles, California and subject to the commercial arbitration rules of the American Arbitration Association. 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 reasonable attorney's fees and costs and any additional relief granted, 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.

FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, FD Studio shall be liable for any delays or failures in performance, in whole or in part, by either of the parties resulting from acts beyond his/her/their reasonable control, including without limitation, acts of God, acts of war or terrorism, COVID-19 pandemic, forced quarantines, epidemics, pandemics, acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, shortages of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest.

Notwithstanding the foregoing, in the event of such an occurrence(s), each party agrees to make a good faith effort to perform its obligations hereunder.

In the event of any such excused delay, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, take reasonable steps to minimize/ mitigate any interruptions, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable. At no time is any

such necessary extension, delay, deferral or modification by either party is to be construed as a waiver of any obligation under this Agreement.

COVID-19

2019 Novel Coronavirus Disease (COVID-19) has been declared a worldwide pandemic by the World Health Organization and is reported to be extremely contagious. In an effort to keep Renter(s) and FD Photo Studio representatives safe, while on FD Photo Studio premises, Renter and any individual accompanying Renter, is required to review and abide by all CDC guidelines, as set forth at www.cdc.gov/coronavirus/2019-ncov/index.html which includes but is not limited to wearing face masks and maintaining six-feet distance from all Studio guests and FD Photo Studio representatives, when using shared, common areas (i.e. hallways, restrooms, etc.).

MISCELLANEOUS

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.

APPLICABLE LAW

This Agreement will be governed by the laws of the State of California for Los Angeles locations, the State of New York for New York locations and the State of Illinois for Chicago location.

SIGNATURE _____

PRINT RENTER'S NAME _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

DATE _____

STUDIO RULES EXHIBIT A

Renter and its personnel, assigns, employees, contractors and clients are required to observe any rules and regulations required by the Studio and reserves the right to remove from the premises any individual who violates the Studio's rules.

- Paper Backdrops: All backdrops including the pre-installed ones (white, grey and black) are \$4.99 per every linear foot of usage from the lower edge of the backdrop till where we need to cut off. 'Usage' is footprints, marks, holes, scratches, wrinkles from moisture, etc. Every other color costs \$10 to use and comes with an installation by one of our workers. Please request in advance for better service! Full rolls of paper backdrops are \$59+tax.
- No smoking permitted in the Studio; a \$500 fine will be charged for each incident;
- Projects involving smoke require Studio representative consent prior to the booking confirmation;
- No alcoholic beverages or drugs (non-prescription or illegal) permitted in the Studio; a \$500 fine will be charged for each incident;
- Music is to be kept at reasonable levels and not contain vulgar or offensive lyrics; live music bands must be approved in advance. The studios are not soundproof;
- No one will be admitted who is drunk or under the influence of illegal substances;
- No pets allowed without prior consent of a Studio representative;
- Maximum of ten (10) people in Renter's party; additional fee of \$5 per each person over 10-people limit will apply;
- Renter assumes responsibility for himself/herself and any individuals who enter the studio space during the Renter's designated time;
- Renter agrees to comply with all safety regulations set forth by OSHA and any safety guidelines issued by FD Photo Studio;
- The use of fireworks or pyrotechnics is strictly prohibited;
- The use of combustibles or fire is prohibited without the proper permit(s) and advance notice and coordination with an FD Photo Studio representative;
- Permits required for any melee armor or melee weapons used in the Stage area(s);
- Firearms and explosives (such as grenades, land mines, missiles, bombs, etc.), and live ammunition are strictly prohibited; props such as rubber or plastic guns are permitted only within the stage area and may not be brandished outside the perimeter of the Stage area(s);
- All studios are protected by video surveillance;
- Cyclorama comes as-is, if you wish it to be re-painted for your booking, please request in advance. The repainting fee for all small cycloramas is \$49; Cyclorama repaint in Olympic 3 is \$100 without cars and \$150 for cars shoot.