

Agreement

This agreement is made by Joe Carlson Studio, Inc., a California corporation doing business as Studio C2, ("Studio") and _____ ("Renter"). Renter rents the stage and equipment for use as a photographic or film studio only, for the period ___/___/___ to ___/___/___ at the rates set forth on the Studio Rental Rate Sheet.

BOOKING THE STAGE/CONFIRMATION: A booking is considered CONFIRMED only upon receipt of Renter's signed contract and deposit check. The required deposit is fifty percent (50%) of the rental charges for the number of days booked, but does not include any anticipated expenses or equipment rental fees.

CANCELLATION: Cancellation with less than forty-eight hours notice prior to the first rental date will result in forfeiture of Renter's deposit. Cancellation upon forty-eight hours or more notice prior to the first rental date will result in a full refund of the Renter's deposit. In the event Renter cancels, Renter's booking and deposit are forfeited. Studio will make every effort to re-book Renter's scheduled time with another renter and, if Studio is successful in re-booking, the forfeited deposit will be refunded to Renter.

DAMAGE RESPONSIBILITY: Renter is responsible for all repairs to and/or replacement of any portion of the stage and/or the stage equipment damaged during the use or rental of the stage or the equipment. This includes the CYC and damage to the floor or CYC from water or other substances. These charges will include materials, labor and loss of revenue resulting from down time. Renter agrees to check with the stage manager for a list of acceptable paints, fog materials, lakes, ponds, etc. prior to the rental. The stage manager's approval is required before using any such materials. Stage manager's approval of any such materials shall not relieve Renter of liability for any damage as a result of the use of the material. No tape shall be used on concrete floors except low tack "Blue Painter's Tape".

INDEMNITY AND INSURANCE: Renter shall indemnify and hold harmless Studio, Joseph I. Carlson and Nancy Carlson, individually and as Trustees of the Carlson Family Trust dated September 10, 1997, Studio's rental agents and/or Studio's associates from any liability, loss, cost, expense or damages to any person arising from the use of the stage, equipment, props or services, substances, procedures and/or operations in or about the studio as they might relate to the use of the stage.

Renter shall maintain, at Renter's expense, worker's compensation insurance and public liability and property damage insurance with a combined single liability limit of not less than One Million Dollars (\$1,000,000.00), insuring against all liability of Renter, its employees, agents, representatives, invitees, successors and assigns arising out of or in connection with Renter's occupancy, use of the stage and the equipment. The public liability and property damage insurance shall:

- (a) Name Studio and Joseph I. Carlson and Nancy Carlson, individually and as Trustees of the Carlson Family Trust dated September 10, 1997, as additional insureds;
- (b) Be issued by an insurance company authorized to do business in the State of California, with a financial rating of at least an A - VIII status as rated in the most recent edition of Best's Insurance Reports;
- (c) Be issued as a primary policy; and
- (d) Insure performance by Renter of the indemnity provisions of this agreement.

A copy of the policy or a certificate thereof together with evidence of payment of premiums, shall be deposited with Studio prior to the commencement of this agreement.

CLEAN UP: Renter must keep all stages and support areas cleaned, pick up trash, return all equipment to its proper area and return areas of the studio to their condition at the beginning of each rental day. Renter shall be responsible for picking up and moving all trash to the dumpster on a daily basis. All areas used for food preparation, storage and consumption shall be cleaned thoroughly and all garbage removed by Renter and taken to the dumpster. At the conclusion of the shoot, a cleaning fee of \$150.00 minimum will be charged to Renter if the stage and portions of the studio used by Renter are not returned to their condition at the commencement of the Renter's use.

TRASH PICK UP: Renter will be charged a special fee at a rate of \$75.00 per 4-yard dumpster load for any large items left on site, as well as for leaving excessive amounts of trash in the dumpster. Renter shall load all materials into dumpsters. Renter is solely responsible for compliance with all State and local environmental laws with respect to Renter's trash, props and sets. Proper disposal of props and set materials are the responsibility of Renter. Arrangements for additional dumpsters are to be made through the Stage Manager.

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TERMS:

1. Studio's Stage Manager is required to be present at all times. Our stage daily rate for 12 hours includes the charge for the Stage Manager, however, after 12 hours, Stage Manager overtime rates apply.
2. Standard rental days are based on a 12-hour day.
3. Renter will be charged for extra hours beyond the standard 12-hour day, priced in accordance with published rates. Extended bookings are subject to stage availability and are subject to scheduled commitments.
4. Cove walls, floors and flats are furnished white at no charge.
5. Cove walls and floors MUST be returned to white by Studio's personnel at a labor and materials rate of \$0.25 per square foot - per coat .
6. At the time of booking, a fifty percent (50%) deposit is required to reserve stage availability.
7. Renter will be charged a storage fee of \$50.00 per day per vehicle and per prop for all vehicles and props brought into the studio more than 48 hours prior to the scheduled shoot or left longer than 48 hours after Renter's shoot. All scheduling MUST go through the Stage Manager's office.
8. Extra equipment shown on Exhibit "A" is available for rent for an additional charge on a daily or weekly basis. NOTE: Renter should not assume that the equipment is available, but should confirm its availability in advance.
9. Local and domestic long-distance telephone use is included in the daily rental rate. International long-distance calls are not included and shall be charged directly to Renter.
10. Domestic faxing in reasonable amounts is available to Renter at no charge.
11. This agreement constitutes the full and entire agreement of the parties and nothing contained in any prior or contemporaneous letters, correspondence, or other communication between the parties hereto contrary to or inconsistent with the terms of this agreement shall have any effect upon the rights or liabilities of the parties. No modification of this agreement shall be effective or binding unless in writing and executed by both parties.
12. In the event of any litigation between the parties, including an action for declaratory relief, the prevailing party shall be entitled to recover its costs in such proceedings, including reasonable attorney's fees, in addition to any other relief to which that party may be entitled.
13. This agreement shall be covered by and construed in accordance with the laws of the State of California.
14. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This agreement is intended to effect the mutual desires of the parties. Each party acknowledges that it has had an opportunity to review carefully all of the terms and conditions of this agreement. This agreement shall not be construed in favor of or against either party.

RENTER

Print name _____

Signature _____

Date ___/___/___

**JOE CARLSON STUDIO, INC.
STUDIO C2**

By _____

Date ___/___/___

All payments are to be made payable to:

JOE CARLSON STUDIO, INC.
2022 Edgewood Drive, South Pasadena, California 91030