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Studio Rental Agreement

This Studio Rental Agreement with the attached Exhibit A “General Terms and Conditions” attached hereto (collectively referred to as the “Agreement”), for the rental and use of the rooftop (“Rooftop”) and the photo studios (“Photo Studios”) the property managed by Apex Photo Studios, LLC located at 1024 Santee St., Suite 800, Los Angeles, CA 90015 (“Apex”) is entered into by and between the Apex and _____. (Photo Studios and the Loft shall hereinafter be referred to as the “Studio” or “Studios”) In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1) Use of Studio

Apex hereby grants to Producer the exclusive right during the Term (as defined in your invoice) to enter upon and to utilize the Studio and to bring onto the Studio such personnel and equipment as Company deems necessary in connection with the production of the Program. Per the terms of this Agreement Producer shall have the right to enter upon the Studio (with personnel, materials, vehicles, and equipment), erect and store (additional charges may apply for storage beyond the Term, as defined below) such equipment and materials, conduct activities upon and photograph and record at the Studio (including, without limitation, to photograph and record both the real and personal property, all of the signs, displays, interiors, exteriors, and the like appearing therein, if any) for the period (“Term”) specified below.

2) Rental Information. The parties hereto agree and acknowledge the following:

a. Type of Production

Photo Shoot

Video Production without sound,

Video Production with sound recording

Casting

Class

Workshop

Holding Space

Fitting



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b. **Freight Elevators Hours: 6:00 a.m. to 8:00 a.m. and after 6:00 p.m. only.**

c. **Passenger Elevator Hours: 6:00 a.m. to 8:00 a.m. and after 6:00 p.m.**

d. **Desired rental equipment is listed on invoice.**

e. **Number of Crew: ___**

f. The term of this Agreement shall commence and end on the dates and times (collectively "Term") unless modified in writing by the parties.

g. Producer agrees and acknowledges that the **Studio can only be rented in one (1) hour increments** with the following minimum applicable time periods:

(i) Photo Studios A, B, E, and F require minimum bookings of at least four (4) hours. **(This includes set-up and clean up time.)**

(ii) Photo Studios C, D, and the Rooftop require minimum bookings of at least two (2) hours. **(This includes set-up and clean up time.)**

(iii) Loft requires minimum bookings of at least six (6) hours. **(This includes set-up and clean up time.)**

(iv) **Producer also agrees and acknowledges that for any booking that is between 8:00 P.M. to 6:00 A.M. ("After Business Hours") the Studios can only be rented the minimum of four (4) hours at 2x the rental rates stated below (this includes set-up and clean up time).**

h. Rental Rates and Fees. The Producer(s) agree to pay the following rental rates and fees:

(i) Total Rental Amount Due

HOURLY RENTAL RATES FOR PHOTO/VIDEO PRODUCTIONS

not including processing fee (3.5%)

STUDIO A: \$60/HR | STUDIO B: \$50/HR | STUDIO C: \$25/HR,

STUDIO D: \$55/HR | STUDIO E: \$125/HR | STUDIO F: \$100/HR

ROOFTOP A: \$150/HR | ROOFTOP B: \$175/HR

HOURLY RENTAL RATES FOR EVENTS



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STUDIO A,B,C,D: \$120/HR,

STUDIO E: \$300/HR | STUDIO F: \$250/HR | ROOFTOP A,B: \$350/HR

not including: processing fee (3.5%), cleaning fee, security fee, or storage fee when applicable

(ii) After Business Hours rental rate (“After Hours Rental Hours Rental Rate”) is double the rental rate stated above and applies to any bookings past 8pm that are less than 10hours.

(iii) Additional Custom Time shall be subject to availability and written approval of Apex.

(iv) Each deposit is non-refundable and non-transferable.

i. Reservation Deposit (50% of Total Rental Amount Due). A reservation deposit is required at the time of making the reservation of the Studio. The reservation deposit is 50% of the studio rental rate and is non-refundable and non-transferable.

j. Security Deposit. The security deposit is a separate amount payable no later than two (2) weeks prior to the commencement of the Term. It will be returned to the Producer following the final walk-through at the end of the Term. The Apex will determine if there is any excessive clean-up or damage done to the property as a result of the Producer’s use of the Studio and, if necessary, the security deposit will be applied towards any needed repairs. Each deposit is non-refundable and non-transferable.

k. Balance Due (not including tax) The 50% balance of the Total Rental Amount is due at the time of reservation/booking. If the commencement of the Term is less than seventy two (72) hours away from the date of booking/reservation, 100% of the Total Rental Amount is due at the time of reservation/booking. If the Term extends beyond scheduled end time for more than one (1) hour and without prior written approval of the Apex, the security deposit will be forfeited.

50% DUE ON RESERVATION/BOOKING

50% BEFORE THE COMMENCEMENT OF THE BOOKING

IF CANCELLATION OCCURS BEFORE 72 HOURS BEFORE THE COMMENCEMENT OF THE TERM, THEN FULL REFUND WILL BE MADE BY APEX. IF CANCELLATION OCCURS IN LESS THAN 72 HOURS BEFORE THE COMMENCEMENT OF THE TERM, THEN IT’S CREDIT FOR STUDIO TIME. APEX SHALL USE ITS REASONABLE COMMERCIAL

EFFORTS TO GET THE SAME SPACE BUT IF NOT, THEN THE MOST COMPARABLE SPACE SHALL BE OFFERED TO THE PRODUCER.



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l. Cleaning and Repair Fees. Additional charges beyond the Security Deposit may be assessed for actual or estimated repair or cleaning costs to restore Studio, grounds, equipment or other property to the same condition prior to Producer(s) use of the Studio and Apex's property.

m. Overage Fees. Subject to the express prior written approval and at the Apex's sole discretion, use of the Studio beyond the Term may be granted at the rates stated above, except in the case of **bookings past 8pm that are less than 10hours in which case double rate will apply. Each additional hour is billed as a whole hour regardless of actual minutes used.** After Business Hours Rate shall apply to any extensions of the Term during the After Business Hours.

n. Other: 6 OPPORTUNITY TO REVIEW. By executing this Agreement the undersigned parties warrant and represent they have had an opportunity to review, including being presented with a copy of Exhibit A "General Terms and Conditions" and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement. Any adjustments, reviews or incorporations of client contract or this contract will cost a starting fee of \$250.

7. MISCELLANEOUS. To the extent that any provision of this Agreement conflicts with any statute, law, regulation the latter shall prevail; provided, however, that in such event the provision(s) of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum requirements thereof. This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements, negotiations or understandings, written or oral, relating to the subject matter hereof. Paragraph headings are for the convenience of the parties only and shall have no legal effect whatsoever. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A counterpart signature page of this Agreement executed by a party and sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The Agreement is not effective until each party has executed at least one counterpart.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement along with the attached General Terms and Conditions to be duly executed as of the day and year first written above.



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Exhibit "A"

General Standard Terms and Conditions

These General Terms and Conditions to the Studio Rental Agreement ("Agreement") dated between Apex Photo Studios, LLC ("Apex") and {\$field id="full_name"} are hereby incorporated by this reference in the Agreement. Capitalized terms otherwise not defined herein shall have the meanings associated with them in the Agreement.

1. **Condition of Studio:** The Studio(s) are provided "as is and with all faults" with the user accepting all defects, if any; and the provider makes no warranty of any kind, expressed or implied, with respect to the Studio. Producer agrees to leave the Studio in the same condition as when received by Apex. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by Producer of the Studio, Producer shall remove from the Studio all structures, equipment and other materials placed thereon by Producer.

2. **Cancellations.** All cancellations must be made by email or in writing and delivered to Apex at least fifteen (15) calendar days prior to the commencement of the Term.

IF CANCELLATION OCCURS MORE THAN 72 HOURS BEFORE THE COMMENCEMENT OF THE TERM, THEN FULL REFUND MINUS A 15% PROCESSING FEE WILL BE MADE BY APEX. IF CANCELLATION OCCURS IN LESS THAN 72 HOURS BEFORE THE COMMENCEMENT OF THE TERM, THEN PRODUCER SHALL BE GIVEN CREDIT FOR STUDIO TIME. APEX SHALL USE ITS REASONABLE COMMERCIAL EFFORTS TO GET THE SAME SPACE BUT IF NOT, THEN THE MOST COMPARABLE SPACE SHALL BE OFFERED TO THE PRODUCER. IN THE CASE OF A CLIENT NOT ARRIVING FOR THEIR STUDIO BOOKING WITHOUT A NOTICE(NO-SHOW) NO REFUND OR CREDIT WILL BE GIVEN.

Producer(s) recognize that the foregoing cancellation policy is not intended to be punitive, but, reflect Apex foregoing actual or potential business opportunities in reserving the Studio for Producer(s) and diminished ability to rent the Studio within fifteen (15) days or less prior to an event date.

3. **Force Majeure Event.** The Term shall be subject to modification due to acts of God, war, riots, or extreme inclement weather conditions (collectively "Force Majeure Event"). If a Force

Majeure event continues for longer than two (2) days or if the Studio is thereafter deemed uninhabitable, this Agreement shall terminate and the parties shall have no further obligation



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hereunder. Notwithstanding the foregoing, Producer shall receive credit for the amounts paid and Apex shall use its reasonable commercial efforts to accommodate the Producer at a rescheduled time.

4. Payments. All payments due herein shall be made using cash, cashier's check, or on-line payment. For credit card payments, please see the attached form. If payment is made via check, it should be sent in advance in order to be deposited and cleared 72-hours prior to the production start date.

5. Insurance. Proof of liability insurance is required and due 72 hours prior to the commencement of the Term. Producer shall provide to Apex the certificate of insurance and endorsement with the Apex named as an additional insured. Producer shall email the certificate of insurance and endorsement to info@apexphotostudios.com or fax to 213.624.7014.

Producer is responsible for providing a Certificate of Insurance and endorsement at the following minimum levels: a) Commercial Liability Insurance for a minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate; and, b) Naming "Apex Photo Studios, LLC" as additional insured is also required. Producer assumes full responsibility and liability for any and all damages to the Studio and surrounding site.

6. Indemnity. Producer agrees to indemnify and hold harmless the Apex, its officers, staff and agents working on its behalf, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, the negligent actions, willful misconduct or omissions of Producer, and Producer's guests, invitees, agents and sub-contractors. Producer agrees to indemnify and hold Apex harmless from damage to the Studio and property located thereon and for personal injury occurring on the Studio during the Term and from any liability and loss incurred as a direct result of Producer's activities on the Studio in connection with the Program. Neither the Apex nor its agents shall be liable for, and Producer agrees to defend and hold Apex, and its agents harmless from, any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the Studio by any person, firm or corporation. The parties have specifically negotiated and mutually agreed upon the provisions of this paragraph.

7. General Terms and Conditions. The "Terms and Conditions" as attached hereto as Exhibit "A" are incorporated herein to include additional terms and conditions to this Agreement.

8. Severability. In the event any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.



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9. **Modification.** No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by both parties.

10. **Security.** Apex, at its sole discretion, may mandate that during the Term additional security personnel are assigned to the Studio, which may involve additional fees over and above your facility rental fee.

11. **Clean Up.** Producer shall be responsible for returning the Studio to the state that it was provided to them. All property belonging to Producer, Producer's invitees, guests, agents and sub-contractors, shall be removed by the end of the Term. All property remaining on the Studio beyond the end of the rental agreement will be charged at the prevailing hourly rate. Should Producer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Apex is not responsible for any property left behind by Producer, Producer's guests, invitees, agents and sub-contractors. Producer is responsible for any and all damages to the Studio and the surrounding site.

12. **Billing Credit.** Any billing credit and/or any identification of the Studio for Apex by the Producer shall be subject the prior written approval of Apex. But in no event shall said identification/billing credit be beyond that which is reasonably related to the content of the Program.

13. **Assignment.** Apex shall have the right to freely assign this Agreement and/or any of Apex's rights hereunder to any person, affiliate, firm or corporation. Producer shall not have the right to freely assign this Agreement and/or any of Producer's rights hereunder to any person, firm or corporation without the express prior written approval of the Apex.

14. **Remedies.** If Apex fails to comply with any of its obligations under this Agreement, Producer's rights and remedies shall be limited to the right, if any, to obtain damages at law, and Producer will not have any right in such event to terminate or rescind this Agreement or any of the rights granted to Apex hereunder (or to enjoin or restrain any development, preproduction, production, advertising, promotion, distribution, exhibition or exploitation of any of Apex's productions or activities and/or any of Apex's rights pursuant to this Agreement. The remedies herein provided are cumulative and the exercise of one shall not preclude the exercise of any others. No waiver by either party hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed a waiver of any preceding, succeeding

or continuing breach of the same, or any other covenant or condition. Producer acknowledges that Apex shall be entitled to seek injunctive and/or other equitable relief to prevent a breach of

this Agreement by Apex, which relief shall be in addition to any other rights or remedies that Apex may have, whether for damages or otherwise.



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15. Dispute Resolution; Governing Law; Forum: Any dispute arising out of or relating to this Agreement will be resolved by binding arbitration under the IFTA Rules of International

Arbitration in effect at the time the notice of arbitration is filed. The prevailing party in any arbitration or other legal proceeding brought pursuant hereto shall be entitled to recover all of its attorney's fees and expenses actually incurred. This Agreement shall be covered by and interpreted in accordance with the laws of the State of California (without regard to the conflict of laws provisions thereof). Producer and Apex hereby consent and submit to the jurisdiction of the state and federal courts located in Los Angeles County, California ("Forum") with respect to any action arising out of or relating to this Agreement or the Picture. Any arbitration held under the IFTA Rules as aforesaid will be held in the Los Angeles County, California. The parties will abide by any decision in the arbitration and any court having jurisdiction may enforce it. The parties hereby submit to the jurisdiction of the courts in the Forum to compel arbitration or to confirm an arbitration award. The parties agree to accept service of process in accordance with the IFTA Rules.

16. Further Assurances. The parties hereto agree to execute and deliver such further documents and instruments as shall be required to effectuate the purposes of this Agreement. If Producer fails to deliver such additional documents within ten (10) days after a request therefor by Apex, Producer irrevocably appoints Apex as Apex's attorney-in-fact, such appointment being a power coupled with an interest, for purposes of executing such additional documents on Producer's behalf.

17. Stipulations and Rules of Conduct: By reserving and renting this Studio, the Producer agrees to these stipulations and rules of conduct:

- As a Producer, I am only receiving a license for the agreed upon Studio space which may be limited to the rental time that has been reserved and paid for. Apex may restrict your access to the Studio for any reason immediately before and after your rental time has started and expired.

- **I understand that set up can only start at the time the Rental Period Starts, and that Clean up and Wrap up should be done in during the Rental Period and all equipment and personnel should be out of the studio by the time the Rental Period ends in order to not occur additional hourly charges.**

- I must not act in a manner that, in the Apex's sole discretion, does or is likely to adversely affect the peaceful operation of the Studio.

- I will not use the Studio for illegal purposes or in any manner that could tarnish the reputation of the Studio Provider or their Studio.



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- I will not tamper with, borrow, or remove any property kept on the Studio.
- I will not cause or permit any hazardous substance to be used, stored, generated, released or disposed of on or in the Studio.
- I understand that I must maintain my rental area and the common areas of the Studio in a neat, clean, and in a sanitary condition.
- I will be held solely responsible for the agreed upon rental area, including any common areas. I will be held accountable for any injury or damages sustained during the duration of the rental and occupancy on the Studio.
- I will be held liable for any guest, invitee, or visitor actions on the Studio.
- Any signs, symbols, or other objects displayed on the Studio must be approved by the Apex, and must be removed immediately following the duration the reservation.
- I will not have more than 15 people in Studios A, B, C, or D. I will not have more than 45 people in Studios E or F.
- I understand that no minors are allowed in the Studio without the supervision of their legal guardian.
- I understand that no animals are allowed in the Studio without the prior written consent of Apex.
- I understand that Apex reserves the right to remove persons who are engaging in disruptive, unprofessional, or illegal behavior and/or appear to be under the influence of alcohol or substances.
- I will take every precaution to protect the cyclorama wall, cyclorama coves, and cyclorama floors, if any, from damages and wear. I will not walk on any part of the corner or base coves of the cyclorama, if any.
- I understand that the use of adhesive tapes such as but not limited to duct tape and gaffer tape on any walls or floors is prohibited.
- I understand that there shall be no access to the fire escapes or filming/shooting on or from the fire escapes.
- I understand that I will not access the Rooftop without the prior written consent of Apex. I understand that I nor any of my crew members or personal may climb, hang, step-on or in any way access the top of the elevator shafts or hang from the railing or the ledge of the roof. I understand that there will be no placement of any equipment or props on top of the elevator



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shafts or on railings or the ledge of the roof. I understand that there will be no fog, smoke, combustible, incendiary devices or paraphernalia on the roof.

- I understand that all filming, photographing or recording of other persons at Apex is strictly prohibited.

- I understand that the passenger elevator is only used for passengers and light gear. I understand that heavy equipment and other gear/props shall be transported in the freight elevators.

- I understand that I shall only be allowed to film, photograph or record in the Studio space that I rented.

- I understand that I may not film, photograph or record in the common areas, outside of the building, the employees of the Apex, other clients or anything other than the Studio space that I rented.

- I will not disclose the names or identities of other clients of the Apex or celebrities that may be present at Apex to any third parties unless required by law.

- I understand that I shall only be allowed to store any equipment, gear, and props in the rented Studio.

- I understand that I shall not store or leave any equipment, gear, and props in the common areas. I understand that the use of the following items is not allowed: CHALK, GLITTER, SAND, WATER, ANIMALS, CEMENT, CONFETTI, SMOKE FOG MACHINE, SMOKE, ALCOHOL, SEX, MARIJUANA, AND ANY DRUGS.

- I understand that PROSTITUTION, PORN, GAMBLING, EXOTIC ANIMALS and any other illegal activities are strictly prohibited at the Studio. Notwithstanding the forgoing, subject to the prior express written approval of the Apex exotic animals may be permitted.

- I understand that Apex does not operate any parking structures and is responsible and/or liable for any theft of my property left in my vehicle or for any vehicles that are locked in after a parking attendant has left or the parking is closed.

Signature: _____

Please Note: Any changes made to this Rental Agreement will amount in a minimum \$250.00 fee _____