



STUDIO RENTAL AGREEMENT

This Agreement (the "Agreement") is made and entered on _____, by and between _____ ("Renter") and Cal Dream Productions ("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 TIME

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.

CANCELLATIONS

Cancellations of confirmed bookings will result in the following charges: 24 hours or more: A confirmed booking that is canceled more than 24 hours prior to the booking date and time will incur no charges. All payments will be refunded in full. Within 24 hours: Cancellations made within 24 hours prior to the booking date and time will be charged fifty percent (50%) of the base cost of the total studio rental. Less than 24 hours:

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. Cal Dream Productions staff shall have the right to inspect 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, Cal Dream Productions 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 or not in working order, the Renter will be charged the retail "new" value for that item.

CONDITION OF PREMISES

Cal Dream Productions 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. Renter agrees to pay reasonable repair costs to bring damaged equipment back to working condition. Renter agrees to pay for damage to the Premises including spills, excessive wear, tears, marks or stains on furniture, fixtures or painted surfaces. Not repairable items such as furniture with tears, the Renter will be charged the retail "new" value for that furniture item.

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. 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.

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 Cal Dream Productions 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 Cal Dream Productions to the Renter.

USE OF BACKDROPS

All backdrops are \$3.99 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.

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 Cal Dream Productions, 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 Page 4 of 7 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 Cal Dream Productions, 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.

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.

USE OF BACKDROPS

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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 Cal Dream Productions representatives safe, while on Cal Dream Productions 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 Cal Dream Productions representatives, when using shared, common areas (i.e. hallways, restrooms, etc.).

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

(Print Name)

(Signature)

(Date)