

MY Photography Studio Rental Agreement

STUDIO

RENTAL TERMS

"Company" is Picture This Student Photography, LLC; "Premises" includes the studio, office, restroom facilities, kitchenette and parking areas owned by Picture This Student Photography, LLC.; "Photographer" is the person or entity renting Premises and/or equipment.

Photographer (please print): _____

Mailing Address: _____ **City/State/Zip :** _____

Facility Rental Day(s)/Date(s): _____

Facility Rental Start Time: _____ **Facility Rental End Time:** _____

Additional Equipment Rental: Main & Fill Lights (3 Alien Bee lights, includes light boxes)
 Backdrops Props Nikon D80 Camera Technical Assistance (per hr. cost)

Facility Rental Chg: _____ **Payment:** Credit Card Cash Money Order

Equipment Rental Chg: _____ **Card Number:** [][][][][] - [][][][][] - [][][][][] - [][][][][]

Damage Deposit: _____ **Name on Card:** _____

Subtotal: _____ **Expiration Date:** _____ / _____

Sales Tax (6.75%): _____ **Security Code:** _____

Grand Total: _____ **Confirmation Date/Code:** _____

RATES

Rental rates 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 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 credit card or cash deposit at the time of rental.

CANCELLATIONS

Cancellations of confirmed bookings will result in the following charges:

DATES	TERMS
48 hours or more prior to rental date	All payments refunded less 5% processing fee.
24 to 48 hours prior to rental date	Fifty percent (50%) of total rental fee
Less than 24 hours	No refunds

All refunds will be made by company check once Photographers payments and deposits have cleared the Company's account. If the Company must cancel Photographer's reservation, Photographer 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 Photographer's payment. If cancellation is made more than 24 hours prior to the booking time and date, cancellation and processing 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. Photographer'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. Early or extended hours must be worked out and paid for in advance before rental period begins.

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

Photographer agrees to leave the Premises and all contents and fixtures in the same condition as they were when Photographer arrived. Company will dispose of trash collected in the supplied trash cans. Photographer must discard larger items, such as personal props and set pieces, in the Picture This 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 Photographer are to be removed by Photographer. 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 Photographer, at the discretion of the Company. If Photographer does not return Premises to the order and cleanliness found when Photographer 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 building or within 20 feet of any entrance.
- Food and drink must stay in areas with hard floors, not in carpeted areas.
- No alcoholic beverages or non-prescription or illegal drugs.
- Music/voices are to be kept at reasonable levels and not contain vulgar or offensive lyrics or words.
- No one is allowed in the production room in the rear of the facility.
- 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 eight people in Photographer's party. Ask ahead if you have a larger group.

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WAIVER OF LIABILITY

Use of Company's Premises and equipment is at Photographer's risk. Photographer hereby agrees that Company will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to Photographer, his party or possessions while on the Premises. Photographer 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. Photographer shall be solely responsible for the conduct and welfare of all persons accompanying Photographer while on Company's Premises. Photographer 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 Photographer and Photographer's party to leave immediately. The authorities will be alerted to any illegal activities witnessed by the Company representative. 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

Photographer is solely responsible for verifying that all photographic subjects are of legal age or accompanied by a parent or legal guardian. Company has no responsibility to determine or verify the age of participants in the Photographer'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 Picture This Student Photography, LLC as additionally insured on the dates of the rental. If so required, Photographer'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 Photographer's purposes. Photographer shall notify Company immediately of any malfunction, damage or other issues with the equipment. There is no studio phone service provided. Photographer is advised to bring a cell phone. WiFi internet service is available during the rental period. Code for access will be provided in the rental agreement.

DAMAGE

Photographer shall be solely responsible for any damage to Company's property or equipment that occurs during the time Photographer 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, Photographer agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition. Photographer agrees to pay for damage to the Premises including spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces.

ARBITRATION and MISCELLANY

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 Miami County, Ohio. 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 \$100.

Photographer 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 Photographer. 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 Texas shall govern this Agreement. The following signatures constitute a legal and binding Agreement between Photographer and Company.

Photographer Commitment

Signature: _____

Print Name: _____

Company Name
(if applicable): _____

Address: _____

City/State/Zip: _____

Phone: _____

MY STUDIO Representative

Signature: _____

Print Name: _____

MY STUDIO
dba Picture This Student Photography, LLC

Address: 23½ West Race Street

City/State/Zip: Troy, OH 45373

Phone: (937) 369-3636