

Terms and Conditions for Studio Rental

STUDIO RENTAL AGREEMENT

By engaging to rent Photowise Studio (herein after referred to as the “Studio”) you, the undersigned (herein referred to as the “Client”), hereby state that you have read, fully understand and agree to be bound by the following terms and conditions. “Client” is defined as the person responsible for paying for the studio rental.

Payment:

Client will provide 50% of rental fee as reservation fee for all reservations of studio space. Client’s date will not be held until this payment is received and cleared. Payment is not refunded unless notice of cancellation is made at least 72 hours before Client’s reservation date (Client will receive a full refund if cancellations occurs prior to 72 hours before the reserved date). In the event of the Client cancelling less than 72 hours prior to the reserved date, Client will forfeit the reservation fee. If the Studio must cancel Client’s reservation, Client will receive a full refund. Payment of the balance of the Client’s rental must be received before Client’s reserved time begins. Studio reserves the right to refuse reservations at its sole discretion.

Length of Use:

Hourly rental periods are 60 minutes. Half-day rental periods are 4 hours. Full day rental periods are 5-8 hours.

Client is afforded set-up time of 15 min prior to the commencement of the rental period and 15min for clean-up after the rental period.

If the studio is not satisfactorily returned to the state it was prior to the rental period, a clean-up fee will be assessed as per the current Photowise Studio Rate sheet.

Overtime will be calculated in increments of 15 minutes beyond the contracted end-time of the rental period when Client is either still using or cleaning up the studio space. Overtime fees will be assessed as per the Photowise Studio Rate sheet.

Do not arrive late – Client’s rental time begins promptly at the designated starting time and ends promptly at the designated ending time.

Terms of Use:

Use of our studio and our equipment is AT CLIENT’S OWN RISK. Client hereby waives rights to seek legal redress for mishaps, accidents, theft and/or loss while on our premises. Client agrees to leave the studio and adjacent grounds in the same condition, as they were when Client arrived. Clients are solely responsible for any legal infractions Client or members of Client’s party make during the conduct of the shoot, be they in our studio or elsewhere. This includes all other violation or citations, and legal action resulting from the conduct of the shoot, taken at whatever time. Client agrees to hold harmless Photowise Studio, its owner, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Client’s self or anyone who accompanies Client while on our premises. Client agrees to be solely responsible for the conduct and welfare of all persons

accompanying Client while on our premises. Clients are solely responsible for the safety and well-being of any models Client engages. Client understands that if the Studio observes dangerous, under aged nudity or explicit pornographic, or negligent practices or activities are being engaged in the Studio reserves the right to stop the shoot and require Client and Client's party to leave immediately — HOWEVER, Studio assumes NO RESPONSIBILITY to act in such cases. Client agrees to hold Photowise Studio, its agents, representatives, and anyone acting on behalf of Studio completely harmless from any action, legal or otherwise, that results from Client's conduct. Clients are solely responsible for verifying that all models employed during Client's rental period are of legal age for the activities they are to be engaged in. Studio has no responsibility to determine or verify the age of participants in the Client's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going. Client agrees that a Studio representative will be present in the studio at all times Clients are using it.

Any damages or losses incurred by the Studio (by any means whatsoever) during the rental period or by the client, crew or service providers of the client will be the responsibility of the client at new replacement value (or nearest estimate). Damages must be settled in full within 7 days from incident date.

Rental area:

The rental area includes the studio curves as well as common areas such as the make-up area, change room and bathroom. Additional areas are available per arrangement and costs may apply. The upstairs mezzanine area is not part of the rental area and is off-limits.

Equipment:

Studio agrees to provide equipment in good working order, but makes no special guarantees as to said equipment's functionality or suitability to Client's purposes. Studio is not liable for acts out of its control that affect the shoot, such as power outages, weather or emergencies. In such cases, Studio will refund a prorated portion of Client's payment. The infinity curve and walls of the studio are intended as a backdrop and may not be used for any other purposes. No persons are to step on or mount anything to the walls or curve of the studio.

General:

This Agreement incorporates the entire understanding and agreement between the Client and the Studio. 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 parties have read both this entire Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Signed at _____ on this _____ day of _____ 201_____

Name in full: _____ Signed: _____
(Duly authorized)

Name in full: _____ Signed: _____
(For Photowise Studio)