

Photography Studio Rental Agreement | Premier Imaging and Camera LLC.

RENTAL TERMS

"Company" is Premier Imaging and Camera, LLC; "Premises" includes the studio, store, restroom facilities, and parking lot at the location of Premier Imaging and Camera LLC. "Photographer" is the person or entity renting Premier Imaging and Camera LLC and/or equipment.

Rental rates are set by the most current version of the Rental Rate Sheet in effect at the time of signing.

RATES

Rental: \$35.00 / hour OR \$200.00 / Daily

Main & Fill Lights (3 Alien Bee lights, includes light boxes and stands)

Colored Backdrops (availability of colors may change so please call ahead to confirm available colors at your time of rental)

Assistance Fee: \$50.00 / hour*

*Premier Imaging and Camera employees agree to answer basic questions about the rental space and equipment. Employees will not be available to Photographer for assistance with the shoot unless Assistance fee is paid prior to booking. Assistance fee is non refundable.

With the assistance fee, Photographer will get lighting assistance, constructive criticism, and educational guidance throughout the duration of the shoot. This service is to help aspiring/amateur photographers understand lighting and composition NOT for the assistance to conduct your photoshoot for you.

We are NOT responsible for the outcome/results of your session. Even with our involvement and direction, the results of your rental/session are solely your (the renter/photographer) responsibility. There will be no refunds.

PAYMENTS & DEPOSITS

In order to confirm and hold a reservation, all rental fees 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 credit card or cash at the time of rental.

CANCELLATIONS

Cancellations of confirmed bookings will result in a 15% cancellation fee. It will take 5-7 business days for the money to return back to the account.

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, the 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 the rental period begins.

CLEANING & TRASH

Photographer agrees to leave the Premises and all contents and fixtures in the same condition as they were when Photographer arrived. Photographer must dispose of trash collected in the supplied trash cans. 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 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.

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 space 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 vacate the premises immediately without a refund. The authorities will be alerted to any illegal activities witnessed by the Company representative. Once more, No refund will be given full or partial for unused time. However, Premier Imaging LLC and its representatives assume no responsibility for the actions or conduct of any renter and Premier Imaging LLC reserves the right to refuse anyone at their discretion from renting this space.

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 Premier Imaging, LLC as additionally insured on the dates of the rental. If so required, Photographer's liability insurance shall be deemed primary and noncontributory 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. Equipment availability can change at any moment and it is recommended that the Photographer renting the space verify the ability prior to their shoot. If the original equipment stated in the lease is broken or malfunctions prior to the Photographers rental, Premier Imaging LLC will offer an alternative piece of equipment that may or may not be the equivalent specification based on what is available in inventory. If the replacement equipment offered is not suitable or the Photographer does not wish to use it, the Photographer can use the space for \$10 less per hour (provided in the form of a refund) OR reschedule their shoot without penalty.

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. In the event of damage, Premier Imaging LLC will request a Damage deposit for tentative repairs or replacement of damaged property or equipment. This Damage deposit is expected to be provided willingly by the photographer, either via the original form of payment or a secondary agreed form of payment. In the event the photographer refuses to provide a Damage deposit, a collection will be placed against the renter/photographer for the whole amount plus any legal fees. 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. Any legal fees will be paid for by the renter/photographer and they agree

by accepting this agreement that Premier Imaging LLC can and will pursue them for the full original value of any equipment, repair costs including labor, downtime and litigation fees.

MISCELLANY

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 Pennsylvania shall govern this Agreement.