

RENTAL POLICY

Bayshore Studio is a full service production studio and equipment rental facility.

Parties renting from Bayshore Studio (“Studio”), hereby rent the production studio, equipment and services described and acknowledge the receipt of said studio and equipment in satisfactory condition and working order. Whereas rental clients, at times, may require the sub-rental of additional equipment to facilitate their production needs, Studio hereby requires that no outside lighting and/or grip equipment may be brought into Studio without the prior consent of Studio Management.

Notwithstanding the above, rental clients agree to indemnify and hold harmless Bayshore Studio and its offices and employees from any and all claims, suits, damages and liabilities, including Workers’ Compensation claims, resulting directly or indirectly from a cause of occurrence in, upon, at or from the use of the rented facility and equipment herein, including but not limited to such damage or injury which may be caused by the negligence of Studio.

The minimum rental period for the studio is one ten-hour day, excluding client’s time taken “off the clock” for the first meal break. Overtime rates apply for all time in excess of ten hours and for clients renting from 9:00 pm to 6:00 am. Normal business hours are Monday through Friday 6:00 am to 9:00 pm. Weekend shoots are at additional cost.

BAYSHORE STUDIO MAKES NO WARRANTY, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE REGARDING THE MERCHANTABILITY, FITNESS, OPERATION OR USE OF THE STUDIO AND ITS EQUIPMENT FOR ANY PARTICULAR PURPOSE.

TERMS AND CONDITIONS

All first time clients are required to pay on a C.O.D. basis: a fifty percent (50%) deposit is due upon booking Studio with the remaining balance payable upon completion of the rental period.

TERMS AND CONDITIONS (Continued)

Afterwards, subject to credit approval and unless otherwise specified, invoices are due and payable fifteen (15) days from the date of issue. Studio reserves the right to change any and all prices without notice and to collect all taxes where required by law.

INSURANCE

Clients are required to furnish Studio with a Certificate of Insurance listing Bayshore Studio as “additional insured”, with respect to General Liability (\$1,000,000), and “loss payee” with respect to Equipment/Facility Loss and Damage (\$500,000). Certificates are due concurrently with the booking of Studio.

PLACING RENTAL ORDERS

Hold Days: a non-exclusive right of first refusal to clients for any available date(s). Holds will be taken on a first come first served basis where a customer may go in a 1st, 2nd, or 3rd hold position subject to the order in which the hold is received. Clients will be quickly notified when a date “On Hold” is “Booked” by the superseding party, thus making that date no longer available. Every effort will be made to reschedule the displaced client if so desired.

Bookings: **Confirmed rental date(s)** where a client is guaranteed their desired rental date. Bookings are valid and guaranteed only upon receipt of an authorized purchase order or written confirmation on company letterhead.

Cancellations: clients who cancel confirmed bookings will be subject to the following penalties and will be billed as follows:

Five (5) days notice to rental date: No penalty unless another client was turned away, then at 100% of common days booked.

Three (3) days notice to rental date: 50% of all days booked.

Two (2) days notice to rental date: 100% of all days booked.

CLIENT CLEAN-UP RESPONSIBILITIES

The rental customer is responsible for taking all measures necessary to return the rental studio and support areas back to the condition as it was found at the start of the rental. In addition, all props, sets, furniture, and the like must be removed at strike. Customers are also required to follow San Francisco's Recycling ordinances for paper, bottles & cans and compostable materials.

Furthermore if Studio is left in an unsatisfactory condition, an additional \$45.00 per hour labor charge will be billed to the client for any cleaning and/or repairs so needed to bring rental client to compliance with this agreement.

TERMINATION

Studio and its staff reserves the right to terminate at any time any rental that is deemed to be operating in an unsafe manner or in violation of any Federal, State, and/or Municipal laws.

CONCLUSION

Any dispute arising from this rental agreement shall be governed by California Law. If any action or proceeding arising out of or relating to this rental policy, including an action for declaratory relief, is commenced by either party to this rental policy, then as between Studio and Rental Clients the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys fees incurred in the action or proceeding by the prevailing party. Such recovery shall include court costs and attorneys fees on appeal.

The undersigned is authorized to execute this agreement and represents that the rental client is both fiscally sound and responsible, and is able to meet the terms of this agreement. Unless otherwise noted here, both parties agree that this agreement shall be valid and in effect for a period of one year from the date so noted below:

Signature _____

Name (Print) _____ Date _____

Company _____ Phone _____

Address _____

Job Name _____ Job Number _____