



# Studio Rental Agreement

This Agreement is a binding contract between Coffee House Industries, LLC and the Renter

Date	Agreement No.

Company Name and Project Title (Renter): \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

Address, City and Zip Code: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

### **Insurance**

Renter is required to supply commercial general liability insurance written on an occurrence basis for bodily injury and property damage with the coverage limit of not less than \$1,000,000 combined single limit per occurrence in the aggregate, insuring against any and all liability of Renter. Insurance certificates shall be submitted to CHI prior to rental, naming Coffee House Industries LLC and MIKLIN LLC as Additional Insured and Loss Payee on the policy. This certificate shall be supplied at Renter's expense and must be received prior to the start of any rental.

### **Bookings**

Stage may be placed on hold, but a firm booking in the form of a non-refundable deposit or credit card payment must be received at least forty eight (48) hours in advance of rental.

### **Rental Period**

Rental is based on a 12-hour day. The billing day starts at the call time that is given to the CHI site rep by the Renter/production and ends when the last car from production has left the parking lot.

### **Terms of Payment**

Renter agrees to pay CHI for all services performed and invoiced. For short-term rentals (one to five days), a payment of 100% of estimated rental costs will be payable prior to the beginning of the rental term. Overages incurred during the rental are to be paid in full prior to vacating the stage and may be deducted from the security deposit. Any amount under the estimated amount will be refunded within two business days of Renter's last day.

### **Cancellation**

Renter acknowledges that cancellation of this agreement prior to the start of the rental period may result in lost bookings and other losses that would be impossible to determine. Therefore, all cancellations must be made with a CHI stage representative two (2) business days prior to the first day of rental. If cancellation is made less than two (2) business days (48 hours) prior to the start date, CHI will retain 50% of the security deposit or run the credit card for said amount as liquidated damages for early cancellation of this agreement. Early cancellation shall include voluntary cancellation by Renter, and cancellation by default, including failure to make timely payment or provide adequate insurance in a timely manner. In the event of early cancellation, Renter shall have no further rights under this agreement.

### **Security Deposit/Credit Card Authorization Form**

A credit card authorization form must be filled out completely and signed on the day the rental is booked. This credit card can be charged for any overages, loss, or damage to CHI property as a result of renter's negligence. This is our preferred method of a Security Deposit. If this is not an option, then a check made out to Coffee House Industries for 50% of the stage rental will be required when the rental is booked. The security

deposit can be applied to any overages, loss, or damage to CHI property as a result of renter's negligence. This deposit is to be issued as a separate check that will be held until two business days after renter vacates the stage, at which point, the deposit, or any unapplied portion, will be returned to Renter. The credit card or the security deposit may also be applied toward the amount due, or Renter may choose to issue a separate check for this payment.

### **Cleaning**

Renter shall maintain the stage, kitchen, lounge, control room, restrooms, and parking areas in good and safe operating condition, free of clutter, trash, and debris. All trash must be removed from the stage and surrounding work areas daily, including, but not limited to, kitchen, bathrooms, and parking lot. The stage will be supplied with an initial quantity of trash can liners and restroom essentials, but additional supplies must be purchased from CHI if not supplied by the Renter. Use trash bags in all trash receptacles.

Renter agrees to leave the stage swept up, free of trash, and left in "as received" condition the final day of rental. If the stage is not returned to this condition, applicable cleaning and/or maintenance costs beyond the cleaning fee will be charged to Renter.

An on-site dumpster is available for your use at \$75 per load.

### **General Conditions**

Cyclorama must be left clean and undamaged. Nailing, stapling, gluing, or taping (except paper tape) is prohibited. The cyclorama must remain digital green and/or studio white or be restored to digital green or studio white at Renter's expense. Renter shall not, without CHI's prior written consent, make any alternations to stage, cyclorama, floor, or walls. As a condition to grant consent, CHI may require Renter to remove such alterations and restore premises to prior condition. Renter is responsible for all fees associated with repainting. No ram setting or drilling stage floors or walls.

- All areas of the Cyclorama not in use, but in the work area, must be papered or tarped.
- No unlicensed or non-permitted physical effects, pyrotechnics, or stunts.
- Consumption of alcohol, intoxicants, or non-prescribed drugs is prohibited.
- Fire lanes to be kept clear at all times. Cable crossovers must be used.
- No permanent changes are to be made to the Cyclorama. All logos must be covered by other materials (luan, cardboard, etc.) if to be painted over. Cyclorama must be restored to its original condition.

This agreement is not entered to benefit a third party.



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### **Stage Manager**

Use of a CHI Stage Manager is required for entire rental period. Stage Manager will oversee facilities, prep and maintain all grip and lighting equipment rented from CHI and insure that Renter complies with applicable regulations. Stage Manager may, at their discretion, assist productions as time allows, but is ultimately answerable to, and an employee of CHI. A 1/2-hour meal period is to be provided every six (6) hours, and a meal equal to that provided by Renter to the production crew is to be provided to the CHI Stage Manager.

### **Delays and Downtime**

Renter is obligated to pay for equipment or services reserved or in use regardless of delays. Renter will not be charged for time lost due to malfunction of CHI equipment unless such property is damaged due to negligence or misuse. Any delays or downtime must be reported to the Stage Manager immediately as CHI will not be responsible for such reports after the production day. Please see "Incident Report" at the back of this agreement.

### **Parking**

A parking lot is available for use in only designated spots, parking is prohibited in all other parking spots. Parking in non-designated spots may result in the vehicle being towed at the vehicle owners expense. Overflow parking is available on the adjacent street. CHI is not responsible for theft or vandalism of personal or production property. If more than ten (10) cars will be present the day(s) of the booking, a parking attendant/security guard is highly recommended and can be booked through CHI or privately.

### **Rental Rates**

Rates and services itemized per individual rental – see Rental Invoice.

### **Exclusions**

Rental does not include expendables, CHI equipment not specified in this estimate, bulb burnouts, office or stage air conditioning, green screen paint, green screen restoration, equipment or property damage as a result of Renter's negligence, restroom necessities (enMotion towels, toilet paper, hand soap, etc. after initial supply), craft service items, or janitorial supplies and services.

### **Add-ons and Additional Services**

- Stage overtime after 12 hours @ \$200-250 per hour
- Site rep overtime:
  - Weekday - after 12 hours up to 16 hours @ \$30 per hour
  - Weekday - after 16 hours @ \$60 per hour
  - Weekend day – after 12 hours up to 16 hours @ \$37.50 per hour
  - Weekend day – after 16 hours @ \$75 per hour
- Stage Power - 600amps @ \$40 per hour
- Green screen paint @ \$115 per gallon
- Green screen restoration fee @ \$150 per gallon (includes painter's labor)
- White studio paint @ \$35 per gallon
- Stage air conditioning @ \$35 per hour
- Control Room air conditioning @ \$12 per hour
- Scissor lift @ \$200 per day, plus transport
- Additional rental equipment (please inquire)
- Additional trash hauls @ \$75 per haul

### **Office support:**

- Copies and printouts @ \$.25/page for black and @ \$.99/page for color

### **Rental Period**

See Rental Invoice.

### **Screen Credit**

If screen credit is given, facility shall be listed as, Coffee House Industries, Palmdale, California."

### **Indemnification**

Availability of the stage for your use is made on the express condition that, except as a result of the gross negligence or willful misconduct, Coffee House Industries, LLC and MIKLIN, LLC is free from all liability by reason of any injury or losses to person or property of your company, its agents, officers, employees, guests and invitees or the property of third parties in their custody caused by water leakage of any character, gas, oil, fire, electricity, theft, failure or interruption of telephone or utility services, or any cause whatsoever arising out of the condition of the licensed premises, excluding latent defects, or any portion thereof, including the parking area and the common areas of the building in connection with your use, and your company shall defend, indemnify and hold stage harmless from any and all such claims, losses, damage, liabilities, demands, actions, suits, costs and expenses whatsoever, including reasonable actual attorney's fees. CHI shall be responsible for any liabilities, losses, claims, demands, costs (including reasonable outside attorney's fees) and expenses arising in connection with (i) any breach by CHI of this agreement or (ii) the gross negligence or willful misconduct of CHI.

CHI shall not have the right to enjoin or otherwise interfere with Renter's development, production, release, exhibition or exploitation, merchandising, marketing, or distribution of the audio-visual production produced hereunder in connection with this rental agreement.

### **Force Majeure**

Neither Party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by any cause which is beyond the reasonable control of the Party affected, including but not limited to, war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

### **Governing Law; Venue**

This Agreement shall be governed by and construed in accordance with the laws of the County of Los Angeles, or City of Palmdale, CA without giving effect to the conflict of law principles thereof. All disputes related to this Agreement shall be submitted to the exclusive jurisdiction and venue of a county court located in Los Angeles, CA or City of Palmdale, CA, which the Parties agree is the most appropriate and convenient venue for the resolution of disputes related to this Agreement.

Preceding terms agreed and accepted by:

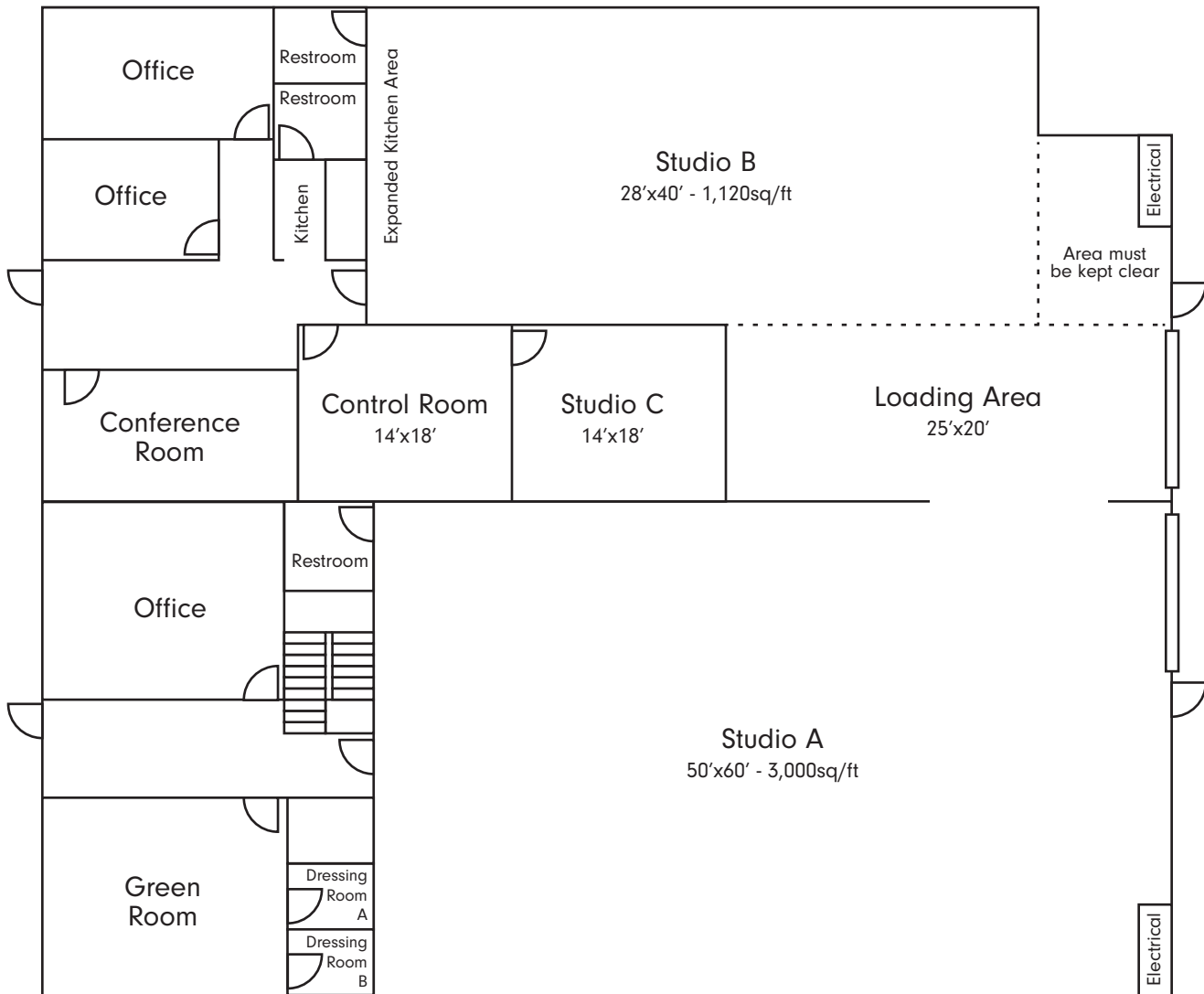
Company Name: \_\_\_\_\_

Represented By (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Studio Layout**



\*Not to scale

## Parking and Loading

