

TERMS + CONDITIONS 2022

PAYMENTS & DEPOSITS

In order to confirm and hold a reservation, all rental fees, plus any refundable cleaning/damage deposits must be paid in full at the time of booking.

CANCELLATIONS, REFUNDS + RESCHEDULING:

No cancellations or refunds will be given. Only studio credit for bookings rescheduled

Reschedules are allowed up to 24 hours of original booking date + time where studio credit will be given. You can reschedule with your confirmation email.

LENGTH OF USE

Rental periods are pre-arranged at the time of booking. The client'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.

The studio must be cleaned and put back the way the client found it when they arrived, including sweeping, spot mopping, taking the trash out if there is more than just paper towels, furniture, and plants put back the way the image in the space indicates and vacated by the end of the rental period. **CLEAN UP TIME SHOULD BE FACTORED IN WHEN PLANNING THE LENGTH OF TIME YOU NEED FOR YOUR SHOOT.**

No prior drop-off and/or pick-up after completion of the shoot, of equipment, props, etc. unless negotiated at the time of rental contract. Additional fees may apply.

Early or extended hours must be worked out and paid for within 24 hours of the rental period. If the client goes over time, an email will be sent within 24 hours notifying the client of their overtime along by an overtime charge. Specials, deals, and promotions will not be included in the overtime charges unless agreed upon between Creative Space Studios and the client.

CLEANING & TRASH

The client agrees to leave the space (bathroom, storage area, seamless paper, plants, and furniture in the same condition as they were when the client arrived.

The client is responsible for throwing all trash away (*all trash means any trash that is not paper towels) outside in the trash can labeled "E" if there are dirty diapers, food, or liquid of any kind. Paper towels and any other small paper products/trash do not have to be thrown in the outside dumpster.

The client must discard larger items, such as personal props and set pieces, in the Creative Space Studios disposal bin in front of the studio. Disposal of large amounts of garbage due to

large sets may also accrue additional costs. All items brought to the premises by the client are to be removed by the client. Items left after 7 days will be assumed abandoned and may be discarded or kept by Creative Space Studios Co. for Company use, with no compensation due to the client, at the discretion of the Company.

If the client does not return premises to the order and cleanliness specified in this contract and indicated inside the space, Creative Space Studios Co. will charge a minimum \$350 cleaning fee. This includes messes created by animals, spills on furniture and floor, trash on the floor, trash (other than paper towels) in the trash, masks, water bottles, paper cups, confetti, leftover decorations or installations on the walls or ceiling, furniture not put back the way we specify at the space). If Creative Space Studios has to clean anything more than a regular weekly cleaning, the \$350 charge will be charged to your credit card on file along with photos/video in an email.

Upon entry, if the space is not clean and orderly, (trash on the floor or furniture, clear messes are found, the seamless paper is not put back properly) it is the client's responsibility to send images and an email stating what the state of the space was so that the cleaning fee will not be charged to them. If the client does not communicate this information, within 12 hours of the booking, the cleaning charge will be billed to the client who most recently used the space.

We use a security camera in the space to ensure these rules are being followed.

STUDIO RULES:

- No smoking whatsoever is allowed in the building or within 20 feet of any entrance.
- No 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 other than the renter is allowed in the storage area.
- No one will be admitted who is drunk or under the influence of illegal substances.
- No pets allowed without the prior consent of a Company representative.
- Maximum of 49 persons (standing with no tables) and 25 (with tables) in the client's party.

Ask ahead if you have a larger group.

- No photographing/filming/producing of any adult material such as pornography or any other illegal activity of any kind
- No flames of any kind
- ALWAYS use the studio's power cords provided. NO outside extension cords

We use a security camera in the space to ensure these rules are being followed.

WAIVER OF LIABILITY

The use of Creative Space Studios Co.'s Premises and equipment is at the client's risk. The client hereby agrees that Creative Space Studios Co. will not be held liable for any direct,

indirect, incidental, or consequential damage, injury, or loss to the client, his/her party, or possessions while on the Premises. The client holds harmless and indemnifies Creative Space Studios Co. 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.

ASSUMPTION OF RISK

I acknowledge that renting Creative Space Studios may involve an element of risk of injury. I expressly assume any and all risks, consequences, and liability associated with my participation in renting the space, including, but not limited to, injury or illness resulting from coming into contact with COVID-19 from surfaces or other people.

All such risks are understood and appreciated by me. I release, forever discharge and hold harmless Creative Space Studios Co. and its officers and directors, staff, employees, agents, and volunteers from all actions, causes of action, injuries, claims, negligence, costs or expenses, arising out of or related to my rental and participation in any related activities.

I acknowledge that I am responsible for all medical expenses arising out of any injury, illness including COVID-19, or medical emergency that I suffer or experience while renting the studio or engaging in any activities associated with the Creative Space Studios Co.

I am of full legal age and have read and fully understand and agree to the above terms of the Assumption of Risk.

CONDUCT

This is a shared studio and we maintain a professional environment. The client shall be solely responsible for the conduct and welfare of all persons accompanying the client while on Creative Space Studios Co.'s Premises. The client 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 the client and client's party to leave immediately. The authorities will be alerted to any illegal activities witnessed by the Company representative. In such cases, no refund will be given for unused time. However, Creative Space Studios Co. and its representatives assume no responsibility to act in such cases.

AGE OF MODELS

The client is solely responsible for verifying that all photographic subjects are of legal age or accompanied by a parent or legal guardian. Creative Space Studios Co. has no responsibility to

determine or verify the age of participants in the Client'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 Creative Space Studios Co. becomes aware that legal age violations are occurring. Creative Space Studios Co. is not liable in the case of an invalid ID or any other form of age verification.

INSURANCE

Businesses, Corporations, Production Companies, other legal entities and private persons, at least 5 days prior to rental, retain a certificate of general liability insurance naming Creative Space Studios Co. as additionally insured on the dates of the rental. If so required, the Client'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. Short-term insurance can be purchased at www.thimble.com. Clients may watch a tutorial video to learn how here: <https://youtu.be/CK1Nx47ivo4>

EQUIPMENT

Creative Space Studios agrees to provide equipment in good working order but makes no special guarantees as said equipment's functionality or suitability to the client's purposes. The client shall notify Creative Space Studios immediately of any malfunction, damage, or other issues with the equipment. There is no studio phone service provided. The client is advised to bring a cell phone. WiFi internet service is available during the rental period. A code for access will be provided in the rental agreement.

DAMAGE

Client shall be solely responsible for any damage to Creative Space Studios Co.'s property or equipment that occurs during the time the client or her/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, the client agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition. The client 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 Alameda County, California. 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.

Client 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 Creative Space Studios Co. and Client. 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 California shall govern this Agreement. The following signatures constitute a legal and binding Agreement between Photographer and Company.