## **Terms & Conditions**



**Authorization:** The above named client is engaging Three Lines Studio, LLC located at 12970 Branford St. Unit L, Arleta, CA, 91331 as an independent contractor for the specific purpose of studio stage rental for film production and/or photography and/or event. Hereafter, the client will be known as the "Client" and Three Lines Studio will be known as the "Studio." Studio reserves the right to refuse service.

**Add-Ons:** Price vary between each item & is tagged-on or near the item itself. The total cost of "Add-On" items will be added to the total payout to the Studio. The Client agrees to inform the studio staff of any items such as furnitures, flats, & equipment that are being used or photographed/filmed. Permission needs to be granted from the studio staff if any "Add-On" items are being used. Failure to do so will result in a fee of twice the cost of the "Add-On" item. Props & wall decor items are provided to the client free of charge, however, they are responsible for any damages or replacements.

**Cancelation:** The Client must provide written notice of cancellation at least 48 hours prior to the start of this agreement to receive a refund on the deposit. Any cancellations after that will result in forfeiture of the deposit. Rental is specific to the start and end dates listed and funds are not waivable or transferable to other dates should you need to cancel your original date and rebook a different date. Studio reserves the right to cancel the agreement at any time for any reason, if necessary, and will issue client a full refund for all money received.

**Cleaning:** Studio Charges a fee for cleaning. This cost covers the use of paper towels, toilet paper, trash bags, soap, vacuuming/sweeping and trash removal of up to two filled trash bags (any additional trash must be taken by the Client). Studio dumpsters are off limits and will not accommodate scenic trash, which is piled higher than containers can hold and will be refused by trash removal companies. The Client agrees to follow the Cleaning Checklist (page 4) provided by Studio, and ensure studio is returned to same condition it was in prior to arrival. After you have done the cleaning checklist please find the studio staff to do a final walkthrough. If this checklist is not followed, an additional \$100 cleaning fee/damage will be charged.

**Parking** – Client is given an overhead map of the location (pg.4) Parking is only allowed in the green zone. The parking is first come first serve. Loading/Unloading is ONLY allowed in the back alleyway. Monday - Saturday from 6AM to 6PM the parking lot gate will be closed and all day on Sundays. Please call studio staff if needing any assistance.

**HOA:** Please take note that the external facility is under HOA jurisdiction of LBPM Property Management (Click <u>Here</u> to see their CC&R.) Their jurisdiction is only limited to the external areas of the unit and parking lot, not the inside of our studio. This is important to mention because there should be no activity such as littering, drinking, smoking, or loitering around any other units, except Studio UNIT L. Studio staff will be on patrol to make sure that all activities are contained near Unit L.

**Soundproofing:** Our one room is sound-proof insulated if needing VO, ADR, or Folly Recording. And while we've made a strong effort to reduce outside sound interference for the warehouse, please note that our studio is NOT fully soundproof. As a facility catering to low-budget projects and charging significantly less than other studios, we accept our limitations and ask that you do as well.

**Payment Terms:** Hourly price of the studio is determined by the number of occupants present for the entire day. This is a very strict head count based on total number of occupants written on the previous page. Any additional occupant present will result in a change of the hourly rate for the studio. A minimum deposit of one half (50%) of the total amount is required to reserve the studio. Final balance is due one day prior to first day of rental period. Any additional costs, such as overtime, cleaning fees, or damages, must be paid prior to the client leaving the premise. Payment must be completed through Zelle, PayPal, Venmo, Cash, or Check. Note that in the State of California it is required to charge 9.5% Goods & Service tax. This will be calculated to the final payout.

**Overtime:** Studio time is calculated from when first person enters, until last person leaves. Overtime charges are \$25 rounded to the nearest 15 minute increment. This will total \$100/hr. All prep, cleanup, and load out time needs to be completed within rented period of time booked. If additional time is needed beyond what was originally booked it will be at the discretion of the studio staff and is not guaranteed as we may have other crews arriving.

**Modifications To The Studio:** Client agrees to not make any structural changes or paint any sets without permission of the studio staff. Any modifications must be non- permanent and all areas used must be returned to their original condition prior to wrap, with everything returned to its original position. Wall decor needs to be hung with 3M removable mounting strips or hung on existing nails. No new holes or paint chips are permitted at any time for any reason. We recommend taking pictures prior to moving anything to help with your reset prior to wrap.

Insurance/Permits: Client is responsible for their own insurance to cover damages/repairs, liability, and workers compensation. Client agrees that they have obtained general liability insurance with a single occurrence limit of \$1,000,000, and listed "Three Lines Studio, LLC" as an additional insured. If Client chooses to not use insurance, Studio is not responsible for any incompetent actions that results in damages/repairs, accidents, death, or any other risk factor element that insurance would have covered. Though we do not require a permit, you are responsible for obtaining a permit before your shoot if you choose to do so. We are not liable for any expenses incurred, or refunding studio rental fees, if your production is halted by a police or fire dept. official.

**Damages:** In the event of loss or damage to Studio premises, grid system, backdrops, equipment, props, furniture, flats or any other amenities provided by Studio; The Client shall be provided an estimate for repair or replacement, and shall make payment in full, either directly or through their insurance provider within 24 hours.

**Location Release:** Upon payment in full, the Studio grants the Client, its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above listed premises, all without inspection or further consent or approval by the undersigned of the finished product or of the use to which it may be applied. Studio has the right to document & use behind the scenes content for publicity, promotion and/or advertising of the location's use.

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**COVID-19 Info:** Client agrees to follow current Covid-19 LA County health protocols related to film production. Studio will make reasonable efforts to clean and sanitize facility and promote safety in between crews, but is not liable for any damages due to covid-19 related illness. Wearing masks is at the discretion of the production/client. Studio staff will follow the same protocol.

Laws Affecting Film & Video Production: The Client agrees that it is responsible for complying with the laws, taxes, and permit requirements related to film or video production, and will hold harmless, protect, and defend the Studio and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Studio. Client also understands that Studio can not provide legal advice.

**Dispute Limits:** Studio and Client agree to limit any dispute or claim to the total value of this agreement, plus any property damage and reasonable attorney costs of the prevailing party. Studio is not liable for any costs incurred by Client due to studio availability or cancellation of shoot, or malfunction of studio location or provided equipment.

**Arbitration:** Any disputes in excess of \$5,000 (or the current maximum limit for Los Angeles County small claims court) arising out of this Agreement shall be submitted to binding arbitration before a single arbitrator familiar with entertainment law pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Studio.

**Entire Understanding:** This contract and any other form of paperwork and/or rules/checklist given to Client thereto constitute the sole agreement between the Studio and the Client regarding this project. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Studio. Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement shall be governed and construed in accordance with the laws of the State of California. Client, or authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of

Limited Liability & Indemnification: Client agrees that any material created by, or at the Studio will not contain any content that is illegal or is generally considered to be in poor taste. Client hereby agrees to defend, indemnify and hold harmless the Studio from any claim resulting from the Client's publication of content or use of that content. Client also agrees to defend, indemnify and hold harmless the Studio against Liabilities arising out of any injury to person or property during, or caused by the Client's shoot. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business. Also, this is a working sound stage and construction zone, so there may be loose nails, sharp edges, power tools, wet paint, etc. While we make every effort to ensure a safe environment, use of the studio is at your own risk and liability.

**Greater Force** - Neither party shall be liable to the other party for failure or delay to meet any obligation under the terms or conditions of this Agreement (other than failure or delay in the payment of money owed, due and payable hereunder) when such a claim is attributable to causes by greater force, clearly beyond that party's control and not a consequence of that party's fault or negligence, or when the reason for said claim could be avoided by the exercise of due care by that party. Any failure or delay caused by greater force or extraordinary circumstances including, without limitation, natural disasters or other Acts of God, governmental restrictions or actions (i.e COVID-19 lockdown), or by any other extraordinary circumstances such as war, riots, civil disorder, power failures, and/or damage or destruction of any Studio facilities, shall not be deemed a breach of this Agreement, provided that, as a condition of a claim for such excusable failure, the party that is unable to perform in accordance with this Agreement, shall promptly give the other party a written statement containing sufficient details of the cause relied upon and may be required to provide evidence that validates the claim. This clause (often referred to as "force majeure") is not intended to excuse either party of contractual obligations or failure to satisfy any term or condition of this Agreement for

**Credit:** Although not required, a credit in the closing titles and/or IMDB is certainly appreciated. If you choose to do so, please credit us as "3 Lines Studios".

## Client Signature Here Agreeing To The Terms & Conditions :

| Signed: |      | <br> |  |
|---------|------|------|--|
| Name:   | <br> |      |  |
| Date:   |      |      |  |