

RED CEDAR STUDIO RENTAL AGREEMENT

FULL-TIME MONTHLY

By engaging to rent Red Cedar Photo Studio (herein after referred to as the "Company") photographer, videographer, or studio user, you, the undersigned (herein referred to as the "Renter"), hereby state that you have read, fully understand and agree to be bound by the following terms and conditions.

1. Payment:

Payment: Studio Rent is \$400 per month for full-time status, and is due no later than the 1st of every month. A \$400 security deposit is required at time of move in, along with first month's rent for a total of \$800.00. This is a minimum 6 month rental agreement. After 6 months the lease becomes perpetual and you can leave at any time, although the renter is required to provide a 60 day notice before terminating the agreement. Failure to provide 60 day notice will result in forfeiture of security deposit.

2. Length of Use:

Still-photography use

Each full-time renter is allowed 4 shooting days per week. Time slots are scheduled using the studio calendar in 4 hour blocks. If more time is needed after the 4 hours, the photographer may use additional time if first approved by studio manager, unless it interferes with another scheduled shoot. If a conflict occurs the photographers need to work out the issue together, if there is still a problem the studio manager or owners have final say. The studio is large enough to accommodate up to 4 photographers shooting together, so it should be easy to work together (If additional time exceeds 2 hours it may count as another shoot day).

Video shoots in the studio

Video shoots can be scheduled only 1 day per week in the studio. Video tends to require exclusive use of the entire studio because quite or specific audio is needed or problems caused by strobe flashes from other photographers. Therefore, video shoots must be scheduled at least 1 week in advance. However, if the studio is not scheduled for use and cleared with the studio manager video shoots can be scheduled with short notice. If more than one shoot day is needed per week an additional \$75 charge will be applied for use.

3. Terms of Use:

Use of the studio and studio equipment is AT RENTER'S OWN RISK. Renter hereby waives rights to seek legal injunctive remedies for mishaps, accidents, and/or loss while on our premises. Renter agrees to leave the studio and adjacent grounds in the same condition as they were when Renter arrived. Renters are solely responsible for any legal infractions Renter or members of Renter's party make during the conduct of the shoot, be they in our studio or elsewhere. This includes parking tickets, all other violation or citations, and legal action resulting from the conduct of the shoot, taken at whatever time. Renter

agrees to hold harmless Studio Red Cedar, its owner, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Renter's self or anyone who accompanies Renter while on our premises.

Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying Renter while on the premises. Renters are solely responsible for the safety and well-being of any customers or employees the Renter engages. Renter understands that if the company observes dangerous, pornographic, or negligent practices the company reserves the right to stop the shoot and require Renter and Renter's party to leave immediately — HOWEVER, Company assumes NO RESPONSIBILITY to act in such cases. Renter agrees Studio Red Cedar, its agents, representatives, and anyone acting on behalf of company completely harmless from any action, legal or otherwise, that results from Renter's conduct. Renters are solely responsible for verifying that all models employed during Renter's rental period are of legal age for the activities they are to be engaged in. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going.

4. Equipment:

Company agrees to provide rented equipment in good working order, but makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes. Company is not liable for acts out of its control that affect the shoot, such as power outages, weather or emergencies. In such cases, Company will refund a prorated portion of Renter's payment.

5. Damage of Equipment / Studio:

The renter agrees to pay for any repair costs of equipment or studio that he/she damages. In the event that the renter's assistant/s or model/s damages any equipment, he/she agrees to pay for any repairs necessary. The renter agrees to leave the studio in the condition it was found.

6. Termination of Studio Use:

If any renter is unable to follow the guidelines of the contract, Red Cedar Photo Studio reserves the right to terminate the agreement.

5. Arbitration:

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 Philadelphia, PA. 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, that they will faithfully observe this agreement and the Rules, and that they will abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award.

Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$400.

6. Miscellaneous:

This Agreement incorporates the entire understanding and agreement between the Client and the Company. 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.

The parties have read both this entire Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

STARTING DATE OF RENTAL: _____

MONTHLY RATE: _\$400.00_____ STARTING DEPOSIT: ___\$400.00_____

RENTAL TYPE: 6 MONTHS that converts to perpetual lease

Do you have at least \$1MIL in business liability insurance? _____

NOTES:

Client Name

_____ Date _____

Red Cedar Photo Studio (Manager)

_____ Date _____