



Booking Agreement for Stage and Production Studios

This letter agreement shall serve to confirm your booking with Stage This, LLC, stage and production

studios (Hereinafter Studio) for your forthcoming _____ pursuant to the below stated Basic Lease Provisions and terms and conditions set forth herein.

BASIC LEASE PROVISION

The Warehouse 1767 Blake Ave is hereby leased to _____ (Lessee) whose address is

_____ for production entitled _____ Job number

Rental starts when stage is opened at: _____ On the day of _____

Date	Service	Description	Quantity	Rate	Total

Total:

- Stage Rental and Rates are based on 12 hour days. Overtime will be billed at the rate of \$350.00 per hour, with no Grace Periods.
- All first time clients must pay via cashier's check.
- If qualified for wire transfer, payment must clear 48 hours prior to the first day of shoot.
- Miniscope technician shall be paid via time card though production at \$650.00/12
- Stage Manager's rate is \$300/12 per day; Overtime will be billed at 1.5 times the rate.
- Lessee shall complete its project and vacate premises by no later than 2:00 A.M. If the Studio is reserved in advance for another project at the time of booking, irrespective of any applicable push fees.
- Billing of overages (OT, add ons, expendables) will be sent via invoice, if not paid by one week past the due date on said invoice, Stage THIS will deduct the difference from the deposit check and will then send back the remainder.
- Corkage fee of \$500.00 for bringing outside gear in.

Additional Costs:	Build Rate	Shoot Rate
Stage and Power Overtime	\$350/hour after 12 hours	\$350/hour after 12 hours
Stage Manager Overtime	1.5x = \$37.5/hour after 12 hours	1.5x = \$37.5/hour after 12 hours
Floor Restoration Fee	White to white	\$500
Dumpster	If filled	\$85.00

CONTRACT: Must be signed and sent back to be officially BOOKED at Stage THIS, if not signed your hold can be challenged for.

CONTRACT: Must be signed and sent back to lessor or the gates of the premises will not be opened.

CONTRACT INVOICE: Must be paid in full on the first day of rental date by 12:00 pm or the electricity will be shut off.

SECURITY DEPOSIT: A security deposit of [\$5000.00] TO BE APPLIED TOWARDS MISSING & DAMAGED/CHARGES Due PRIOR to first rental date, and absolutely no later than production call time.

INSURANCE: Lessee to provide a Certificates of Insurance naming Lessor as Additional Insured and Loss Payee.

[] Please initial here if Lessee will be conducting any special effects, pyrotechnics, or dangerous stunts.

If you are, you must provide full disclosure of the activity(s) and obtain Lessor's written authorization and consent for any of the aforementioned activity(s) in advance of performing the same on premises. Please be advised that any unauthorized activity aforementioned will subject lessee to a penalty assessment in the amount of \$1000.00 and lessee will be prohibited from any future use or lease of Stage This premises. Please also refer to provision 2 and 6 of this lease pertaining to lessee's obligation to name lessor as additional insured and indemnify landlord in the event of a loss arising from this activity also identified in provision 19.

PLEASE READ ACCOMPANYING TERMS AND CONDITIONS. LEASE AGREEMENT MUST BE SIGNED BY AUTHORIZED REPRESENTATIVES OF LESSEE AND STUDI ON PAGE 6 OF 6 OF TERMS AND CONDITIONS.

TERMS AND CONDITIONS:

1. **Recitals.** Lessee hereby engages Stage This, LLC (Lessor) to provide stage and production studio (STUDIO) as more fully set forth on the face hereof in connection with the Production described on the face hereof.
2. **Insurance Requirements.** Lessee shall maintain at its own expense and for the duration of this Agreement all below-enlisted insurance coverage(s) together with the applicable minimum limits for each, and provide Lessor with Certificate of Insurance identifying Lessor as additional insured and loss payee:

Worker's Compensation. Worker's compensation/employers liability insurance for your company's employees and those individuals under your care, custody and control during this production and term of this Agreement with minimum limits of \$1,000,000, and furnish Lessor with proof of coverage upon execution of this Agreement.

Commercial General Liability. Commercial general Liability insurance including coverage for independent contractors and contractual liability, specifically referring to this Agreement, with limits of not less than \$2,000,000.00, combines single limit property damage and bodily injury, together with any and all special coverage or applicable riders in the event Lessee will be conducting any special effect activity during the term of lease.

Third Party Property Damage Liability. Third Party Property Damage Liability Insurance covering damage to property of the Studio in your care, custody and/or control and/or licensed, leased or rented to your company with limits of liability of not less than \$1,000,000.00. Such coverage shall also include Loss of Use, which shall not include a deductible as normally defined in the policy of insurance as a waiting period. Lessee shall be responsible to restore Lessor and any part so utilized by Lessee including but not limited to studios, dressing rooms, adjacent spaces, support rooms, etc. or any of the other property in the care, custody, or control of Lessee which belongs to Lessor or for which Lessor is responsible, to its original condition, less reasonable wear and tear, exclusive of any insurance coverage that may be in effect for Lessor.

All Risk Insurance on Miscellaneous Equipment. All Risk Peril Property Insurance on Miscellaneous Equipment usual to the motion picture/TV industry, insuring equipment rented from Studio, including without limitation, coverage for (1) Theft by force (2) Theft by Fraudulent Scheme and/or Voluntary Parting (3) mysterious disappearance (4) loss of use of the equipment for loss of use, and limit of liability as reasonably required with minimum coverage of

\$350,000.00. Said insurance shall not maintain a co-insurance requirement and shall be written on a replacement cost basis with no consideration or deduction for depreciation.

3. **Insurance-Insurer.** All insurance obtained by Lessee pursuant to the above provisions shall be issued by an insurance carrier authorized to do business in the State of California with a BEST rating of A- or better.
4. **Insurance-Certificate of Insurance.** Before obtaining possession of the Studio and commencing production, Lessee shall provide Lessor a Certificate of Insurance and applicable endorsements, including Additional Insured and Loss Payee endorsements confirming each of the coverage(s) specified in the foregoing Terms and Conditions. All Certificated of Insurance must be signed by an authorized agent of the insurance carrier.
5. **Insurance-Waiver Cancellation & Modification.** All insurance maintained by Lessee pursuant to the foregoing Terms and Conditions shall contain a waiver of subrogation against Lessor Lessee shall provide Lessor with Ten (10) days' written notice prior to the effective date of any cancellation or material change to any insurance maintained by Lessee pursuant to the foregoing Terms and Conditions. Lessor may enforce its remedies directly against Lessee without resorting to insurance coverage. Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Lessor upon request with satisfactory evidence of the insurance, Lessee may, but shall not be obligated, to procure the insurance and Lessee shall reimburse Lessor on demand for its costs. Lapse or cancellation of the required insurance shall be an immediate and automatic default of the Agreement.
6. **Indemnity.** Lessee agrees to indemnify, defend, and hold Lessor, its officers, employees, agents, and assigns harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, losses, penalties, damages and liabilities, including attorney's fees, arising out of, or connected with, or resulting from this Agreement and use of Studio, including, without limitation, (1) any and all employee or third party claims for personal injury occurring at Studio during the term of this Agreement, (2) Any and all representations and warranties made herein, (3) the production undertaken by lessee at Studio, including any claims of infringement of intellectual property, save and except damages or injuries resulting from the sole gross negligence and/or willful misconduct of Lessor. This indemnification shall continue in full force and effect during and after the term of this Lease for causes arising during the term of this Lease.
7. **Limitation of Liability.** LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO USE OF STUDIO PRUSUANT TO THIS AGREEMENT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF STUDIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LESSOR'S SOLE AND COMPLETE LIABILITY TO LESSEE FOR ANY CLAIMS ARISING OUT OF RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RENTAL VALUE OF STUDIO AND ADDITIONAL COSTS, IF ANY, PAID HEREUNDER. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.
8. **Accident Reports.** If any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. Lessee and its employees and agents will cooperate fully with Lessor and all insurers providing insurance under this Agreement in the investigation and defense of any claims. Lessee will promptly deliver to Lessor any documents served or delivered to Lessee, its employees or agents in connection with any claim or proceeding at law or in equity begun or threatened against Lessee, Lessor, or both.

9. **Legal Proceedings.** This Agreement shall be deemed to have been made in the City of Burbank, California, County of Los Angeles, irrespective of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties here determined in accordance with the laws of the State of California. Lessee agrees to accede to and not contest the jurisdiction of the courts of the State of California in any proceedings brought by Lessor against Lessee, and Lessee further agrees any suit or proceedings which either party may institute arising from or resulting from this Agreement, shall be brought in the State of California, in the County of Los Angeles. In the event of any legal action between any of the parties hereto with respect to this Agreement, the prevailing party in such action shall be entitled, in addition to any other relief obtained, to its reasonable costs and expenses including reasonable attorney fees. Nothing herein contained shall be deemed to limit or prejudice the rights of Lessor under the Lien Law of the State of California, the California Commercial Code, or any other similar law or laws of California, or any other state or territory or country.

10. **Penal Code Provisions.** Lessee acknowledges it is aware that California Penal Code Section 484 provides that intent to commit theft by fraud may be presumed if one who has leased or rented the personal property of another pursuant to a written contract fails to return the personal property to its owner within twenty (20) days after the owner has made written demand following the expiration of the lease or rental agreement. Lessee also acknowledges it is aware that Penal Code Section 484 provides that such intent may be presumed if one presents to the owner of personal property identification which bears a false or fictitious name or address for the purpose of obtaining a lease or rental agreement covering the property.

11. **Representation & Warranties of Lessee.** Lessee hereby represents and warrants that at all times, including, but not by way of limitation, at the time that the services are rendered and the Studio furnished hereunder, it has the right to engage Lessor hereunder and that said production and all parts thereof will not infringe any copyright, trademarks, trade name, patent, literary, artistic, dramatic, personal, private, civil or any other right of any other individual, firm, person, corporation or association throughout the world.

12. **Relationship Between Stage This and Lessee.** Nothing contained herein shall in any way be construed or evidence any intention of the parties to be partners or be engaged in a joint venture. Lessor is merely providing stage and production studio to enable Lessee to perform the Production.

13. **Cancellation Policy.** There is a cancellation fee equivalent of 100% of invoiced lease, and effectively non-refundable, unless the cancellation is due solely to the willful misconduct of LESSOR.

14. **Push Fee & Other Related Fees.** In the event Stage and Production Studio is not returned by the scheduled return date, lessee shall incur additional push fees at the daily rate of \$ \$2,500.00. Additionally, the stage will be delivered to Lessee clean swept and shoot ready. It is therefore expected that Lessee will return it to us in the same manner. Lessee is responsible for restoring all floors, walls, offices, other rooms and the facility structure in general to their condition at the time of commencement of occupancy. To the extent it is not, Lessee shall be subject to a cleaning and /or restoration Fee of \$650.00.

15. **Parking.** Parking is available in the Lessor parking lot on a first come, first serve and non-exclusive basis; however, Lessor will provide you with ten (10) designated parking spaces. If, in Lessor's sole judgment, the use of the parking lot in this manner presents dangerous or inequitable situations, Lessor reserves the right to limit and reallocate parking privileges.

16. **Use of Various Material.** Prior to any use of snow, water, clay, sod, sand, soil, dirt or any similar substance, or the use of pyrotechnic devices or substances you must notify and obtain written approval from Lessor. If such approval is granted, an additional and separate insurance policy may be required. You are responsible for any and all

damage to any floors, walls, and structure in general, heating and air systems, resulting from the use of the aforementioned substance(s).

17. **No tampering with Structure, Fixtures, or Utilities of Lessor; Cyclorama.** Any tampering with studio electrical panels, generators or any other power distribution equipment is a violation of the contract and charges will be applied accordingly. You and your electric crews are responsible for balancing and maintaining proper amperage loads. You and your grip crews and riggers are responsible for adhering to maximum loads on all grids and rigging equipment. Under no circumstances may anything be hung from or any holes drilled into any purlines or structural beams. It is understood that if the cyclorama is being used and any portion of it is being painted, then, before vacating the stage, the entire cyclorama must be restored to fresh white. If the cyclorama is being painted a color other than white, then the whole cyclorama must be repainted in a manner in which no color is showing through.

18. **Use of Animals, Children, Extras.** If any animals, children, audience, extras, or members of the general public or the press will be used or present during shooting or rehearsal, we must be notified in advance and you must obtain our prior written approval before such will be allowed on the property. There are no exceptions. A separate holding facility must be rented by you for any such personnel or animals. You also understand and agree that you are liable for any and all damage or loss to any equipment, facility, or part thereof caused as a result of such personnel being on the property.

Furthermore, Lessor reserves the right to remove any personnel, extra animal and/or guest from the property at any time if facility, equipment, Lessor personnel or Lessor's best interest are subjected to any danger, possibility of damage, and/or harassment resulting from untoward conduct or misbehavior of the aforementioned personnel, extra, animal, and/or guest.

19. **Special Effects.** If any special effects are to be conducted on premises for the duration of the term for the booked event, we must be notified in advance and you must obtain our prior written approval before such will be allowed on the property. There are no exceptions. You also understand and agree that you are liable for any and all damage or loss to any equipment, facility, or part thereof caused as a result of such Activity.

20. **Trash.** All trash must be removed from kitchen area, stage, dressing rooms, make up rooms, etc. at the end of each day. All areas of use must be cleaned and brought back to its original condition at the end of production. Otherwise, Lessor may retain a portion of the deposit for cleaning.

21. **No Use of Spray Painting Equipment On Premises.** There shall be no use of spray painting equipment on Stage or at the Studio. Any such use or discovery of spray painting in use on the premises is subject to imposition of a fine. It is Lessee's sole responsibility and obligation to alert set companies, art directors and any other involved third parties of this studio rule.

22. **Default.** At our option, we may, by writing notice to you declare you in default on the occurrence of any of the following:

- A) Failure by you to make payments or perform any of its material obligations under this agreement;
- B) Institution by or against you of any proceedings in bankruptcy or insolvency, or your reorganization under any law, or the appointment of a receiver or trustee for your goods and chattels or any assignment by you for the benefit of creditors;
- C) Expiration or cancellation of any insurance policy to be paid for by you as provided for under the terms of this agreement; or
- D) Involuntary transfer of your interest in this agreement by operation of law. After you default, and on notice from us that you are in default, we will have the following options:

(1) To terminate the agreement and your rights under the agreement; to declare the balance of all unpaid rent and all other charges of any kind required of you under the agreement to be payable immediately, in

which event we will be entitled to the balance due together with interest at the rate of ten percent per annum, from the date of notification of default to the date of payment;

(2) To repossess the property without legal process free of all of your rights to the property. You authorize us or our agent to enter on any premises where the property is located and repossess and remove it. You specifically waive any right of action we might otherwise have arising out of the entry and repossession, and release us of any claim for trespass or damages caused by reason of the entry, repossession, or removal.

Notwithstanding any other provisions of this agreement, if Lessor places all or any part of its claim against Lessee in the hands of an attorney for collection, the prevailing party shall recover, in addition to other sums that may be awarded, the other party's reasonable attorney fees and costs.

23. **General Provisions.** This Agreement expresses the entire Agreement between the parties and any change hereto must be made in writing. No term, representation, or warranty, express or implied, not herein set forth shall bind Lessor. This Agreement shall not be binding on Lessor until signed by a person duly authorized by Lessor. The Terms and Conditions on this Lease, as set forth on the front side hereof, as well as in these Terms and Conditions, shall apply to any and all services provided or to be provided by Lessor to Lessee from and after the date of execution hereof for which no separate written lease is executed. In the event that either party is delayed, hindered, or prevented from performing hereunder by reason of fire, strike, or other labor difficulties, riots, insurrection, war, unavoidable casualty, Act of God or the elements, force majeure, governmental regulation, shortage of necessary supplies or personnel, failure to delay of delivery by common carrier for any reason whatsoever, or any other cause beyond the control of either party, whether or not similar to the foregoing, the obligations of each party shall be temporarily suspended during the period of such interruption and shall not be liable for any monetary loss caused by or as a consequence thereof. At the cessation of the period of suspension, this Agreement shall continue as if said interruption had not taken place. All rights and remedies pursuant to any provisions of law or under this or any other Agreement between Lessor and Lessee, which Lessor may enjoy as the result of the default of Lessee, shall be deemed cumulative and not exclusive to one another. The exercise by a party of any right of remedy shall not preclude its right to enforce any one or more of the other remedies as provided herein. If any provision of this Lease Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Lease Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law. Notices hereunder shall be given in writing and mailed by certified mail, return receipt requested to either party to the addresses specified in the Agreement. The waiver by Lessor of any breach of any term, condition or covenant herein shall not be deemed a waiver of any other breach of the same or any other term, condition or covenant. Section headings herein are for convenience and shall not be deemed to be among the terms, conditions or covenants herein..

I HAVE READ AND AGREE TO THIS LEASE AGREEMENT AND THE TWENTY-THREE (23) TERMS AND CONDITIONS CONTAINED HEREIN.

X _____
Authorized Representative of LESSEE

X _____
Authorized Representative of LESSOR

Date _____

Date _____

Name _____

Name _____

Title _____

Title _____

Phone Number _____

Phone Number _____

Address _____

Address _____

