

CLE PHOTO STUDIO

Studio Rental Agreement

This Studio Rental Agreement with the attached Exhibit A “General Terms and Conditions” attached hereto (collectively referred to as the “Agreement”), for the rental of the photo studios (“CLE Photo Studio”) the property managed by Cuff Link Photography LLC located at 4908 Van Epps Rd., Brooklyn Heights, Ohio is entered into by and between the CLE Photo Studio and X [REDACTED]. (Photo Studio shall hereinafter be referred to as the “Studio”) In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1) Use of Studio

CLE Photo Studio hereby grants to Producer the exclusive right during the Term (as defined in your invoice) to enter upon and to utilize the Studio and to bring onto the Studio such personnel and equipment as Company deems necessary in connection with the production of the Program. Per the terms of this Agreement Producer shall have the right to enter upon the Studio (with personnel, materials, vehicles, and equipment), erect and store (additional charges may apply for storage beyond the Term, as defined below) such equipment and materials, conduct activities upon and photograph and record at the Studio (including, without limitation, to photograph and record both the real and personal property, all of the signs, displays, interiors, exteriors, and the like appearing therein, if any) for the period (“Term”) specified below.

2) Rental Information. The parties hereto agree and acknowledge the following:

a. Type of Production

Photo Shoot
Video Production without sound,
Video Production with sound recording
Casting
Class
Workshop
Holding Space
Fitting

b. Number of Crew: **X**

(i) Total number of personnel brought in can not exceed 8 persons.

c. The term of this Agreement shall commence and end on the dates and times (collectively "Term") unless modified in writing by the parties.

d. Producer agrees and acknowledges that the Studio can only be rented in one (1) hour increments with the following minimum applicable time periods:

(i) Studio requires a minimum bookings of at least two (2) hours. (This includes set-up and clean up time.)

(ii) Producer also agrees and acknowledges that any booking is between 10:00am and 6:00pm and cannot be booked past 6:00pm unless agreed to before hand

e. Rental Rates and Fees. The Producer(s) agree to pay the following rental rates and fees:

(i) Total Rental Amount Due

HOURLY RENTAL RATES FOR PHOTO/VIDEO PRODUCTIONS

not including processing fee (4.0%)

STUDIO : \$75/HR (Two hour minimum)

not including: processing fee (4.0%), cleaning fee, security fee, or storage fee when applicable

(ii) Additional Custom Time shall be subject to availability and written approval of CLE Photo Studio.

f. Full Payment is due at time of booking.

g. Cancellation

(i) If cancellation occurs within (72) seventy-two hours of reserved date and time full payment will be forfeited

(ii) If cancellation occurs more than (72) seventy-two hours of reserved date and time, time can be rescheduled within (1) month of original booking date

h. Cleaning and Repair Fees.

Additional charges beyond the full payment may be assessed for actual or estimated repair or cleaning costs to restore Studio, grounds, equipment or other property to the same condition prior to Producer(s) use of the Studio and CLE Photo Studio's property.

i. Overage Fees.

Subject to the express prior written approval and at the studio's sole discretion, use of the Studio beyond the Term may be granted at the rates stated above, except in the case of bookings past 6pm in which case double rate will apply. Each additional hour is billed as a whole hour regardless of actual minutes used. After Business Hours Rate shall apply to any extensions of the Term during the After Business Hours.

j. Other:

(i) OPPORTUNITY TO REVIEW. By executing this Agreement the undersigned parties warrant and represent they have had an opportunity to review, including being presented with a copy of Exhibit A "General Terms and Conditions" and after such review or opportunity to review have read and fully understood all terms and conditions pertaining to this Agreement. Any adjustments, reviews or incorporations of client contract or this contract will cost a starting fee of \$250.

(ii) MISCELLANEOUS. To the extent that any provision of this Agreement conflicts with any statute, law, regulation the latter shall prevail; provided, however, that in such event the provision(s) of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum requirements thereof. This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements, negotiations or understandings, written or oral, relating to the subject matter hereof. Paragraph headings are for the convenience of the parties only and shall have no legal effect whatsoever. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A counterpart signature page of this Agreement executed by a party and sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The Agreement is not effective until each party has executed at least one counterpart.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement along with the attached General Terms and Conditions to be duly executed as of the day and year first written above.

Exhibit "A"

General Standard Terms and Conditions

These General Terms and Conditions to the Studio Rental Agreement ("Agreement") dated between Cuff Link Photo, LLC and X are hereby incorporated by this reference in the Agreement. Capitalized terms otherwise not defined herein shall have the meanings associated with them in the Agreement.

1. Condition of Studio: The Studio is provided "as is and with all faults" with the user accepting all defects, if any; and the provider makes no warranty of any kind, expressed or implied, with respect to

the Studio. Producer agrees to leave the Studio in the same condition as when received by CLE Photo Studio. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by Producer of the Studio, Producer shall remove from the Studio all structures, equipment and other materials placed thereon by Producer.

2. Cancellations. All cancellations must be made by email or in writing and delivered to CLE Photo Studio at least seventy-two (72) hours prior to the commencement of the Term.

IF CANCELLATION OCCURS MORE THAN 72 HOURS BEFORE THE COMMENCEMENT OF THE TERM, PRODUCER WILL BE GIVEN CREDIT HOURS FOR THE STUDIO TO BE USED WITHIN ONE CALENDAR MONTH BUT PRODUCER MUST CHOOSE TIME STUDIO IS NOT IN USE BY CLE PHOTO STUDIO OR ONE OF ITS CLIENTS

Producer(s) recognize that the foregoing cancellation policy is not intended to be punitive, but, reflect CLE Photo Studio foregoing actual or potential business opportunities in reserving the Studio for Producer(s) and diminished ability to rent the Studio within seventy-two (72) hours or less prior to an event date.

3. Force Majeure Event. The Term shall be subject to modification due to acts of God, war, riots, or extreme inclement weather conditions (collectively "Force Majeure Event"). If a Force Majeure event continues for longer than two (2) days or if the Studio is thereafter deemed uninhabitable, this Agreement shall terminate and the parties shall have no further obligation hereunder. Notwithstanding the foregoing, Producer shall receive credit for the amounts paid and CLE Photo Studio shall use its reasonable commercial efforts to accommodate the Producer at a rescheduled time.

4. Payments. All payments due herein shall be made using cash, cashier's check, or on-line payment. For credit card payments, a 4% "convenience fee" will be applied. If payment is made via check, it should be sent in advance in order to be deposited and cleared 72-hours prior to the production start date.

5. Indemnity. Producer agrees to indemnify and hold harmless the CLE Photo Studio, its officers, staff and agents working on its behalf, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, the negligent actions, willful misconduct or omissions of Producer, and Producer's guests, invitees, agents and sub-contractors. Producer agrees to indemnify and hold CLE Photo Studio harmless from damage to the Studio and property located thereon and for personal injury occurring on the Studio during the Term and from any liability and loss incurred as a direct result of Producer's activities on the Studio in connection with the Program. Neither the CLE Photo Studio nor its agents shall be liable for, and Producer agrees to defend and hold CLE Photo Studio, and its agents harmless from, any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the Studio by any person, firm or corporation. The parties have specifically negotiated and mutually agreed upon the provisions of this paragraph.

7. General Terms and Conditions. The "Terms and Conditions" as attached hereto as Exhibit "A" are incorporated herein to include additional terms and conditions to this Agreement.

8. Severability. In the event any one or more of the provisions, or portions of provisions, of this Agreement shall be deemed by any legal authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, or portions of provisions contained herein shall not be in any way affected or impaired thereby.

9. Modification. No alteration or other modification of this Agreement shall be effective unless such modification shall be in writing and signed by both parties.

10. Staff. CLE Photo Studio, at its sole discretion, may mandate that during the Term that staff may be assigned to the Studio.

11. Clean Up. Producer shall be responsible for returning the Studio to the state that it was provided to them. All property belonging to Producer, Producer's invitees, guests, agents and sub-contractors, shall be removed by the end of the Term. All property remaining on the Studio beyond the end of the rental agreement will be charged at the prevailing hourly rate. Should Producer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. CLE Photo Studio is not responsible for any property left behind by Producer, Producer's guests, invitees, agents and sub-contractors. Producer is responsible for any and all damages to the Studio and the surrounding site.

12. Billing Credit. Any billing credit and/or any identification of the Studio for CLE Photo Studio by the Producer shall be subject the prior written approval of CLE Photo Studio. But in no event shall said identification/billing credit be beyond that which is reasonably related to the content of the Program.

13. Assignment. CLE Photo Studio shall have the right to freely assign this Agreement and/or any of CLE Photo Studio's rights hereunder to any person, affiliate, firm or corporation. Producer shall not have the right to freely assign this Agreement and/or any of Producer's rights hereunder to any person, firm or corporation without the express prior written approval of the CLE Photo Studio.

14. Remedies. If CLE Photo Studio fails to comply with any of its obligations under this Agreement, Producer's rights and remedies shall be limited to the right, if any, to obtain damages at law, and Producer will not have any right in such event to terminate or rescind this Agreement or any of the rights granted to CLE Photo Studio hereunder (or to enjoin or restrain any development, preproduction, production, advertising, promotion, distribution, exhibition or exploitation of any of CLE Photo Studio's productions or activities and/or any of CLE Photo Studio's rights pursuant to this Agreement. The remedies herein provided are cumulative and the exercise of one shall not preclude the exercise of any others. No waiver by either party hereto of any failure by the other party to keep or perform any covenant or condition of this Agreement shall be deemed a waiver of any preceding, succeeding or continuing breach of the same, or any other covenant or condition. Producer acknowledges that CLE Photo Studio shall be entitled to seek injunction and/or other equitable relief to prevent a breach of this Agreement by CLE Photo Studio, which relief shall be in addition to any other rights or remedies that CLE Photo Studio may have, whether for damages or otherwise.

15. Dispute Resolution; Governing Law; Forum: Any dispute arising out of or relating to this Agreement will be resolved by binding arbitration under the IFTA Rules of International Arbitration in effect at the time the notice of arbitration is filed. The prevailing party in any arbitration or other legal proceeding brought pursuant hereto shall be entitled to recover all of its attorney's fees and expenses actually incurred. This Agreement shall be covered by and interpreted in accordance with the laws of the State of Ohio (without regard to the conflict of laws provisions thereof). Producer and CLE Photo Studio hereby consent and submit to the jurisdiction of the state and federal courts located in Cuyahoga County, Ohio ("Forum") with respect to any action arising out of or relating to this Agreement or the Picture. Any arbitration held under the IFTA Rules as aforesaid will be held in the Cuyahoga County, Ohio. The parties will abide by any decision in the arbitration and any court having jurisdiction may

enforce it. The parties hereby submit to the jurisdiction of the courts in the Forum to compel arbitration or to confirm an arbitration award. The parties agree to accept service of process in accordance with the IFTA Rules.

16. Further Assurances. The parties hereto agree to execute and deliver such further documents and instruments as shall be required to effectuate the purposes of this Agreement. If Producer fails to deliver such additional documents within ten (10) days after a request therefor by CLE Photo Studio, Producer irrevocably appoints CLE Photo Studio as CLE Photo Studio's attorney-in-fact, such appointment being a power coupled with an interest, for purposes of executing such additional documents on Producer's behalf.

17. Stipulations and Rules of Conduct: By reserving and renting this Studio, the Producer agrees to these stipulations and rules of conduct:

- As a Producer, I am only receiving a license for the agreed upon Studio space which may be limited to the rental time that has been reserved and paid for. CLE Photo Studio may restrict your access to the Studio for any reason immediately before and after your rental time has started and expired.
- I understand that set up can only start at the time the Rental Period Starts, and that Clean up and Wrap up should be done in during the Rental Period and all equipment and personnel should be out of the studio by the time the Rental Period ends in order to not occur additional hourly charges.
- I must not act in a manner that, in the CLE Photo Studio's sole discretion, does or is likely to adversely affect the peaceful operation of the Studio.
- I will not use the Studio for illegal purposes or in any manner that could tarnish the reputation of the Studio Provider or their Studio.
- I will not tamper with, borrow, or remove any property kept on the Studio.
- I will not cause or permit any hazardous substance to be used, stored, generated, released or disposed of on or in the Studio.
- I understand that I must maintain my rental area and the common areas of the Studio in a neat, clean, and in a sanitary condition.
- I will be held solely responsible for the agreed upon rental area, including any common areas. I will be held accountable for any injury or damages sustained during the duration of the rental and occupancy on the Studio.
- I will be held liable for any guest, invitee, or visitor actions on the Studio.
- Any signs, symbols, or other objects displayed on the Studio must be approved by the CLE Photo Studio, and must be removed immediately following the duration the reservation.
- I understand that CLE Photo Studio has security cameras present to protect their equipment and property and agree to only use the designated cameraless changing areas provided by CLE Photo Studio when changing.
- I understand that no minors are allowed in the Studio without the supervision of their legal guardian.

- I understand that no animals are allowed in the Studio without the prior written consent of CLE Photo Studio
- I understand that CLE Photo Studio reserves the right to remove persons who are engaging in disruptive, unprofessional, or illegal behavior and/or appear to be under the influence of alcohol or substances.
- I understand that the use of adhesive tapes such as but not limited to duct tape and gaffer tape on any walls or floors is prohibited.
- I understand that there shall be no access to the warehouse or filming/shooting on or in the warehouse.
- I understand that all filming, photographing or recording of other persons at CLE Photo Studio is strictly prohibited.
- I understand that I shall only be allowed to film, photograph or record in the Studio space that I rented.
- I understand that I may not film, photograph or record in the common areas, outside of the building, the employees of the CLE Photo Studio, other clients or anything other than the Studio space that I rented.
- I will not disclose the names or identities of other clients of the CLE Photo Studio or celebrities that may be present at CLE Photo Studio to any third parties unless required by law.
- I understand that I shall only be allowed to store any equipment, gear, and props in the rented Studio.
- I understand that I shall not store or leave any equipment, gear, and props in the common areas. I understand that the use of the following items is not allowed: CHALK, GLITTER, SAND, WATER, ANIMALS, CEMENT, CONFETTI, FIREARMS, SMOKE FOG MACHINE, SMOKE, ALCOHOL, SEX, MARIJUANA, AND ANY DRUGS.
- I understand that PROSTITUTION, PORN, GAMBLING, EXOTIC ANIMALS and any other illegal activities are strictly prohibited at the Studio. Notwithstanding the forgoing, subject to the prior express written approval of the CLE Photo Studio exotic animals may be permitted.
- I understand that CLE Photo Studio does not operate any parking structures and is not responsible and/or liable for any theft of my property left in my vehicle or for any vehicles that are locked in after a parking attendant has left or the parking is closed.
- I understand that CLE Photo Studio does not allow nude and/or lingerie and/or provocative modeling in there studio.
- I understand that CLE Photo Studio can and will have a studio tech present on studio premises at all times.

Signature: X _____

Please Note: Any changes made to this Rental Agreement will amount in a minimum \$250.00 fee _____