

# **RENTAL AGREEMENT**

**ANA MARIA KIM,  
a California corporation,  
dba THE SKYLINE PENTHOUSE**

## **RENTAL TERMS**

“Company” is Ana Maria Kim Inc., dba. Skyline Penthouse, “Premises” includes the studio and any adjacent property operated by Ana Maria Kim Inc., dba. Skyline Penthouse, “Renter” is the person or entity renting Premises. “Production” is the photo, film, or event booked to take place in the Premises.

## **RATES**

Rental rates are set by the Invoice, in effect at the time of booking. The “Base Rate” for the hourly fee is reflected in the Invoice’s column titled “Price.”

## **PAYMENTS**

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

## **REFUNDABLE SECURITY DAMAGE DEPOSIT**

“Refundable Security Damage Deposit” is a good faith security deposit required for all studio furniture provided and access to Premises. Additional incurred fees for damages or overtime during the Production will be withheld/deducted from the Refundable Security Damage Deposit or charged to Renter thereafter. Amount is per Invoice.

## **DAMAGES**

Renter shall be responsible for any damages to Company’s Premises, property, furniture, props, equipment that occurs during the time Renter or his party occupies the Premises. The refundable damage deposit will be held until repairs can be made. If the damage exceeds the amount of the refundable damage deposit, Renter agrees to pay any and all additional repair costs to bring Premises back to original condition.

## **LENGTH OF USE**

“Rental Time” is pre-arranged at the time of booking and set as per Invoice. Renter’s rental time begins promptly at the designated starting time and ends promptly at the designated ending time, from first person in to last person out, including set up and break-down. Premises must be cleaned and vacated by the end of the rental time. No prior drop-off and/or pick-up after completion of production is allowed, unless arranged at time of time of booking for additional fees. There are no refunds for any unused rental time of Renter’s Production.

## **CAPACITY**

“Capacity” is defined by crew size/guest count of all people in the Premises and it is set as per Invoice. If there is capacity overage during the Production, additional crew adjustment fees will

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apply in addition to penalty fees. Overage on capacity may result in forfeiture of Refundable Security Damage Deposit, additional fees for studio and personnel, removal from Premises, or all of the referenced.

### **OVERTIME**

All hours outside original contracted hours per Invoice shall constitute overtime hours at more expensive rates. All overtime hours are billed at more expensive rates. Please refer to Addendum per studio for Overtime fees.

### **PERSONNEL**

Production may require personnel of Manager, Staff, Security, Freight, Maintenance, etc.

Personnel needed during production is billed as per Invoice.

Overtime, Non-business, and Restricted hours may require additional personnel, billed at more expensive rates per Addendum.

All personnel dispatched to enforce compliance due to Renter's default on Prohibitions will constitute additional Personnel fees billed at overtime rates and penalties.

### **STUDIO FURNITURE/EQUIPMENT**

Company agrees to provide complimentary equipment/amenities in good working order on site, but makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes. Renter shall notify Company immediately of any malfunction, damage or other issues with the equipment. Items are provided solely on a complimentary basis, no refunds will be made for missing or non-working items. Please refer to Inventory List per corresponding studio.

### **STUDIO FURNITURE/EQUIPMENT REORGANIZATION FEE**

All Studio Furniture and Equipment may be moved by Renter during Production within the studio only. All furniture must be lifted to be moved, please do not drag furniture on the floor. Furniture must be held with clean hands or gloves to avoid stains. The skins/throws are for the furniture and must not be placed on the floor. **ALL STUDIO FURNITURE AND EQUIPMENT MUST BE PLACED BACK INTO ORIGINAL LOCATION BY END OF LAST DAY OF PRODUCTION.** Failure to organize premises in its original condition will consist of Furniture Reorganization fees. Please refer to Addendum for fees.

### **CLEANING & TRASH**

The Premises must be cleaned and returned to their original condition in which they were presented to Renter at the beginning of time of access. Renter must dispose of all trash in trash cans. Renter must discard larger items, such as props and set pieces accordingly.

Items left will be assumed abandoned and may be discarded or kept by the Company for Company use, with no compensation due to the renter, at the discretion of the Company.

Disposal of large amounts of garbage due to large sets may also accrue additional costs. Renter agrees to leave the Premises and all contents and fixtures in the same condition as they were when Renter arrived. Please refer to Addendum per corresponding studio for trash removal instructions and additional cleaning or trash removal fees.

### **PROHIBITIONS**

- No smoking whatsoever is allowed in the Premises. Fire Hazard fine of \$1,000 will apply.

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- No alcoholic beverages or non-prescription or illegal drugs.
- No loud music. Music is to be kept at reasonable levels and not contain vulgar or offensive lyrics.
- No one will be admitted who is drunk or under the influence of illegal substances.
- No pets allowed.
- No open flames.
- No foggers/hazers/any equipment that may trigger Fire Alarm.
- Nothing that may trigger or damage/compromise the Fire Sprinklers system.
- No feathers, glitters, confetti, powders, or small like materials of similar nature that are difficult or time consuming to clean.
- No spray paints or items of similar nature
- No drilling into or otherwise penetrating any parting of the building structure
- No furniture/equipment/props/people on hallways. Fire Hazard fine of \$1,000 will apply.
- No unauthorized overtime is allowed when Company has already reached out to Renter to inform that overtime is unavailable.

If exceptions are made, they must be pre-approved and in writing. If any prohibitions are to be rectified, additional personnel fees will apply with additional cleaning fees or restoration fees.

### **PREVENTIVE MEASURES**

- All equipment, props, etc., must be kept away from walls and furnishings.
- All equipment (e.g., cameras, tracks, props, generators, and electrical cords) shall be set up in a manner that does not create safety hazards. Renter must take steps to ensure that the placement of such equipment does not result in tripping hazards, fire hazards, blocked exits, or other safety concerns. In all cases, cable coverings must be used when cables are laid out across a walkway or in a hallway.
- Lights should be placed in such a way as to not scorch walls, ceilings, curtains, plants or trees. They should be checked periodically for safety.
- Nails, tape, pushpins, tacks, clamps, etc., should not be used on any wall, door, beam, or woodwork without prior approval. Usage without approval shall result in Patching/Fixing/Painting costs.

### **ELECTRICAL USAGE**

If high consumption electrical equipment is utilized, additional power usage fees may apply.

### **CANCELLATIONS**

Renter may cancel providing written notice. Below schedule and total rental payment refund rules will apply:

Cancellation 91+ days – 50% of Payment will be refunded to Renter

Cancellation 31-90 days – 25% of Payment will be refunded to Renter

Cancellation 0-30 days – none of the Payment shall be refunded to Renter

If Company must cancel Renter's reservation, Renter will be given, in Company's sole discretion, either rescheduling or relocation privileges. Company is not liable for acts out of its control that affect the production, such as building equipment failures, power outages, weather, government authorities, acts of God, or emergencies.

**COPYRIGHTS**

All copyrights in any images or sounds recorded or made at or on the Premises shall vest with Renter, who may use or not use the same in, in relation to, or in connection with the Production in any way Renter deems fit.

**WAIVER OF LIABILITY**

Use of Company's Premises and equipment is at Renter's risk. Renter hereby agrees that Company will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to Renter, his party or possessions while on the Premises. Renter holds harmless and indemnifies Company 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.

**CONDUCT**

Renter shall be solely responsible for the conduct and welfare of all persons accompanying Renter while on Company's Premises. Renter agrees that a Company representative may, at Company's sole discretion, be present at all times or check in to supervise the Premises. 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 Renter and Renter's party to leave immediately. In such case no refund will be given for unused time.

**AGE OF TALENT**

Renter is solely responsible for verifying that all talent is of legal age. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to demand proof of parental consent if talent is/seems under the age of 18 and to end those activities if Company becomes aware that legal age violations are occurring. Company is not liable in the case of an invalid ID or any other form of age verification.

**SECURITY MONITORING**

All persons and activity on Company's Premises may be video recorded for security purposes.

**INSURANCE**

Renter may be required, prior to rental, to present a certificate of general liability insurance naming Ana Maria Kim Inc. as additionally insured on the dates of the rental. If so required, Renter'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.

**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

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Los Angeles County, CA. 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 \$500.

**MISCELLANY**

Renter 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 Company and Renter. 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 Renter and Company.

\_\_\_\_\_  
Renter Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Renter Signature