



This is a binding agreement between Aesthesia Studios, Inc. (hereinafter Aesthesia) and \_\_\_\_\_ (hereinafter Renter). This agreement replaces any and all previous agreements between Aesthesia and Renter. Upon signing, Renter agrees to the terms and conditions listed below for all current and future studio and equipment rentals.

### **1. Responsibilities – Studio Rental**

Renter is responsible for any and all loss, damage and injury, resulting from Renter's negligence and / or willful misconduct pertaining to Renter's project at Aesthesia. Further, Renter agrees that it will accept full responsibility for and assume all risk associated with any and all damage of any nature whatsoever (personal or otherwise), resulting from the Renter's usage of and presence on or around the property known as Aesthesia Studios, located at 12130 Washington Place, Los Angeles, CA 90066, including, but not limited to, the roof of the building, the alley behind the building, and any other area Renter, Renter's agents and employees, use or occupy (the "Premises").

Renter further agrees to defend, indemnify and hold harmless Aesthesia and any of its affiliates, partners, shareholders, officers, agents and employees from all claims, suits actions, demands, damages, liabilities, expenses (including, but not limited to, reasonable attorney's fees and costs), judgments, settlements and penalties of every kind related to any damage due to the Renter's acts or omissions in connection with its presence on or around the premises and pertaining to its project at Aesthesia.

Except for negligent or willful misconduct by Aesthesia, its agents and employees, Aesthesia assumes no liability to Renter for any reason, including but not limited to, loss or damage to Renter's film or digital materials, resulting from Renter's use of the studios and premises.

Further, Aesthesia is not responsible for articles left by Renter and/or any of its agents, representatives, employees, clients, or guests in and around the premises.

### **2. Responsibilities – Equipment / Props**

Renter is responsible for proper and safe usage of all equipment and props. All equipment and props are offered for inspection. Failure to inspect waives Renter's right to claim that any equipment/prop was not in conformity with that requested and in good state of repair at time of delivery.

Aesthesia will count and inspect all equipment/prop returns. Renter accepts responsibility for damage beyond normal wear and tear. If any equipment/prop is lost, destroyed or for any reason not returned to Aesthesia, Renter agrees to pay Aesthesia the replacement value. If the equipment/prop is returned but damaged or has parts missing, Renter shall pay all repairs and the replacement value of said missing parts. Renter may also be liable for lost rental time incurred in repairing damaged equipment/props. If renter fails to return equipment/prop when due without arranging and paying for additional rental period, Aesthesia may declare Renter in default and shall have right to reclaim said equipment/prop from Renter and recover all damages, temporary and permanent replacement costs and reasonable attorney's fees incurred in the recovery thereof. Renter waives any claim for damage resulting from such actions.

Except for negligent or willful misconduct by Aesthesia, its agents and employees, Aesthesia assumes no liability to Renter for any reason, including but not limited to, loss or damage to Renter's film or digital materials, resulting from Renter's use of the equipment and props.

A one-day rental period shall be as follows: equipment and props may be picked-up / delivered to the studio from Renters established call time until the established wrap time. If Renter makes a pick up, delivery and/or return outside of this window, without express permission from Aesthesia, then Renter will be responsible for a 2d day at Aesthesia's regular rate.

### **3. Insurance**

Aesthesia requires all Renters to carry commercial general liability insurance.

- US \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
- US \$1,000,000 Third Party Property Damage
- Full replacement cost of rented equipment on an All Risk, Replacement Cost basis.  
*Limit must be equal to or greater than the replacement value of total equipment being rented.*

Renter must provide a company issued certificate of insurance (COI) and it must also name both Aesthesia Studios, Inc. and Tigrami LP as additional insured/loss payee as follows:

Aesthesia Studios, Inc  
and Tigrami LP  
12130 Washington Place, Suite 6  
Los Angeles, CA 90066

A current certificate of insurance must be on file with Aesthesia 24 hours before the start of any rental period. Without a COI on file Renter will not be able to work in the space but may still be liable for confirmed rental charges.

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*initial*

**4. Cancellation Policy**

To book: a 50% non-refundable deposit is required.

Cancellation fees apply as follows:

25-48 hours notice, Renter pays 70% of the daily studio rental rate

24 or less hour notice, Renter pays 100% of the daily studio rental rate

For all cancellations: Renter is responsible for all non-refundable 3<sup>rd</sup> party rentals, purchases, services and catering orders, procured by Aesthesia pursuant to Renter’s signed estimate(s) and invoice(s) referenced below.

At Aesthesia’s discretion, deposits may be applied to future rentals.

**5. Services & Schedules**

Renter must pay all fees incurred from its production upon receipt of invoice. Aesthesia will only bill Renter directly and no third parties. Aesthesia will charge Renter’s credit card on file for any outstanding balance (5) days after final invoice unless terms are agreed upon.

\_\_\_\_\_  
*initial*

Aesthesia and Renter will identify which goods & services Renter requires and list them, with pricing, where applicable, on a separate estimate/invoice. Once Renter accepts said estimate/invoice, it is incorporated by reference hereto. Renter’s acceptance of said estimate/invoice is made by a signature from the following individual:

Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_  
*initial*

Any and all Grip, Electric, Lighting and Strobe equipment MUST be rented through Aesthesia Studios with the single exception being equipment owned directly by the Renter. Aesthesia, in its sole discretion, may make an exception to this rule, and additional ‘corkage’ fees will apply.

\_\_\_\_\_  
*initial*

Renter agrees to pay for additional services, space or equipment added during the duration of Renter’s project (“add-ons”). Said add-ons will be itemized with pricing, in writing, but will not be provided until Renter accepts, also in writing. Renter’s acceptance of add-ons is made by a signature from the same individual named above.

\_\_\_\_\_  
*initial*

If an alternate or second individual is authorized to accept add-ons, please identify here:

Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Renter will receive either a revised estimate or invoice, or a supplemental invoice for all add-ons, also incorporated by reference hereto.

\_\_\_\_\_  
*initial*

Renter is responsible for identifying who has (and does not have) authority to accept goods and services on Renter's behalf. If Renter later rescinds authority from an individual named above, then Renter agrees to notify Aesthesia to that effect in writing, and any such written notice will also be incorporated by reference hereto.

\_\_\_\_\_  
*initial*

Renter is responsible for informing Aesthesia of any production plans that may effect the building, neighbors or other clients, such as but not limited to: small aircraft (eg; drones), smoke, fog, chemicals, blanks, fire, glitter, sand/dirt, water or liquid effects, animals, loud noises or music, and large crews. For Studio A, a large crew is (20-25) people. For Studio B, Penthouse, North Light and the Gallery, a large crew is (12-15) people.

\_\_\_\_\_  
*initial*

Renter acknowledges that no vehicles may park in the back alley. The alley may be used for immediate loading and unloading, attended vehicles only.

\_\_\_\_\_  
*initial*

In addition to studio space, equipment and props, Aesthesia also offers the following additional services (discounts not always available, please confirm pricing):

- Studio Services (painting, cleaning, striking etc.)
- Support Facilities (dressing/make up room, kitchen, offices, conference room, etc.)
- Digital, Equipment Rental and Technical Support
- Stage Manager(s) & support staff / crew  
A day is ten (10) hours, and must fall between hours of 7am-10pm.  
Earlier and/or later shoots are an option, but OT rates will apply. The ten

(10) hour day begins at the Renter's requested 'open/call' time and the clock is running until Renter and all of its agents are off the premises.

|                           |              |                |
|---------------------------|--------------|----------------|
| OT Rate (after 10 hours): | \$150/hour   | _____          |
| OT Rate after 10 PM:      | \$300/hour   | <i>initial</i> |
| OT Rate after 12AM:       | \$500/hour   |                |
| OT Rate after 1AM:        | \$1,000/hour |                |

**6. Terms**

A non-refundable 50% deposit is required to secure Renter's reservation. All invoices are due upon receipt unless terms have been granted by Aesthesia. Renter agrees to pay a late fee of 8% per month on all overdue balances and a \$25 fee for returned checks. Renter also agrees to pay any and all costs, including collection and/or legal fees incurred by Aesthesia in its effort to collect past due charges from Renter.

\_\_\_\_\_  
*initial*

**6a. Challenge**

By challenging a hold, Renter is committing to renting the days in question and agrees to pay 50% of the daily studio rental rate if Renter later rescinds the challenge.

\_\_\_\_\_  
*initial*

**7. Acknowledgement**

I have read and agree to the terms and conditions outlined above.

Renter (Company Name) \_\_\_\_\_

Renter (Authorized Agent) \_\_\_\_\_ Title \_\_\_\_\_

Social Security # or Tax ID \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

## 8. Credit Card Authorization

Aesthesia also requires a credit card guarantee. Please complete the form below, signed by an authorized agent. **Please also include a copy of the credit card, front and back.**

*I authorize Aesthesia to use the following credit card for payment guarantee and as guarantee against loss/damage, as detailed in the agreement above.*

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Name as it appears on the card

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\_\_\_\_\_  
Visa/MasterCard/Amex Number

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\_\_\_\_\_  
Expiration Date

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\_\_\_\_\_  
CV Code

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Card Billing Address

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Authorized Signature

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Date

**Renter's Estimates/Invoices are incorporated by reference hereto.**