



# Studio Rental Agreement

This Agreement is a binding contract between Cinemills and the Renter

Date	Agreement No.

Company Name and Project Title: \_\_\_\_\_ ("RENTER")

Contact Name(s): \_\_\_\_\_

Address, City and Zip Code: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

1. Insurance

Renter is required to supply commercial general liability insurance written on an occurrence basis for bodily injury and property damage with the coverage limit of not less than \$1,000,000 combined single limit per occurrence in the aggregate, insuring against any and all liability of Renter. Insurance certificates shall be submitted to CMC prior to rental, naming Cinemills Media Center as Additional Insured and Loss Payee on the policy. This certificate shall be supplied at Renter's expense and must be received prior to the start of any rental.

2. Bookings

50% deposit is needed to firmly secure a booking date. See #7 for cancellation/refund policy.

3. Rental Period

Rental is based on a 12-hour day. The billing day starts at the call time that is given to the CMC Site Rep by the Renter/Production and ends when the last car from production has left the parking lot.

4. Rental Rates

Rates and services itemized per individual rental – see Rental Invoice.

5. Site Representative

Use of a CMC Site Rep. is required for entire rental period. Site Rep. will oversee facilities, prep and maintain all grip and lighting equipment rented from CMC and insure that Renter complies with applicable regulations. Site Rep. may, at his/her discretion, assist productions as time allows, but is ultimately answerable to, and an employee of CMC. A 1/2-hour meal period is to be provided every six (6) hours, and a meal equal to that provided by Renter to the production crew is to be provided to the CMC Site Rep.

Site Rep. Fees

12 hour Weekday - \$250  
 12 hour Weekend or Holiday - \$350

Site Rep. Overtime

Weekday - after 12 hours up to 16 hours @ \$30 per hour  
 Weekday - after 16 hours @ \$60 per hour  
 Weekend day – after 12 hours up to 16 hours @ \$37.50 per hour  
 Weekend day – after 16 hours @ \$75 per hour

6. Terms of Payment

Renter agrees to pay CMC for all services performed and invoiced. A payment of 100% of estimated rental costs will be payable no later than 24 hours prior to the beginning of the rental term. Our preferred method of payment is credit card.

CMC will provide a Credit Card Authorization Form to be filled out and returned for processing. This credit card can be charged for any cancellation fees, overages, loss, or damage to CMC property as a result of renter's negligence. Overages incurred during the rental are to be paid in full prior to vacating the studio.

7. Cancellation

Renter acknowledges that cancellation of this agreement prior to the start of the rental period may result in lost bookings and other losses that would be impossible to determine. Therefore, all cancellations must be made with a CMC stage representative one (1) business day (24 hours) prior to the first day of rental. If cancellation notice is given 24 hours prior to rental start date then CMC will retain \$100 of the rental cost for administrative purposes. If cancellation is made less than one (1) business day (24 hours) prior to the start date, CMC will retain 50% of the rental costs as liquidated damages for late cancellation of this agreement. Late cancellation shall include voluntary cancellation by Renter, and cancellation by default, including failure to make timely payment or provide adequate insurance in a timely manner. In the event of cancellation, Renter shall have no further rights under this agreement.

8. Studio Facility Overtime

After 12 hours @ \$250 per hour

9. Additional Office Space and Office Support

Additional Office Space Fee

12 hour Weekday - \$150

12 hour Weekend or Holiday - \$250

Additional Office Space Overtime

Weekday - after 12 hours up to 16 hours @ \$30 per hour

Weekday - after 16 hours @ \$60 per hour

Weekend day - after 12 hours up to 16 hours @ \$37.50 per hour

Weekend day - after 16 hours @ \$75 per hour

Copies and Printouts @ \$.15/page

Faxes @ \$.50/page

10. Add-ons and Additional Services

Stage Power

- 600amps @ \$40 per hour

Green Screen Paint @ \$115 per gallon

Green Screen Restoration Fee @ \$150 per gallon (includes painter's labor)

Studio White Paint @ \$35 per gallon

Studio White Restoration Fee @ \$70 per gallon (includes painter's labor)

Stage Air Conditioning @ \$35 per hour

Green Room Air Conditioning @ \$12 per hour

20' Scissor Lift @ \$100 per day (3-day week)

Additional Rental Equipment (please inquire)

Additional Rubbish Hauls @ \$75 per haul

11. Delays and Downtime

Renter is obligated to pay for equipment or services reserved or in use regardless of delays. Renter will not be charged for time lost due to malfunction of CMC equipment unless such property is damaged due to negligence or misuse. Any delays or downtime must be reported to the Site Rep. immediately as CMC will not be responsible for such reports after the production day. Please see "Incident Report" at the back of this agreement.

12. General Conditions

- Cyclorama must be left clean and undamaged. Nailing, stapling, gluing, or taping (except paper tape) is prohibited. The cyclorama must remain digital green and/or studio white or be restored to digital green or studio white at Renter's expense. Renter shall not, without CMC's prior written consent, make any alternations to stage, cyclorama, floor, or walls. As a condition to grant consent, CMC may require Renter to remove such alterations and restore premises to prior condition. Renter is responsible for all fees associated with repainting. No ram setting or drilling stage floors or walls.
- ALL areas of the cyc not in use, but in the work area, must be papered or tarped
- No unlicensed or non-permitted physical effects, pyrotechnics, or stunts.
- Consumption of alcohol, intoxicants, or non-prescribed drugs is prohibited.
- **Fire lanes to be kept clear at all times. Cable crossovers must be used.**
- No permanent changes are to be made to the cyc. All logos must be covered by other materials (luan, cardboard, etc.) if to be painted over. Cyc must be restored to its original condition. This agreement is not entered to benefit a third party.



CINEMILLS MEDIA CENTER

2021 N. Lincoln St., Burbank, CA 91504

Telephone: 818.843.4560 Fax 818.843.7834 www.cinemills.com

13. Exclusions

Rental does not include expendables, CMC equipment not specified in this agreement, bulb burnouts, office or stage air conditioning, green screen paint, green screen restoration, equipment or property damage as a result of Renter's negligence, restroom necessities (enMotion towels, toilet paper, hand soap, etc. after initial supply), craft service items, or janitorial supplies and services.

14. Parking

A parking lot is available for use. CMC is not responsible for theft or vandalism of personal or production property.

15. Cleaning

Renter shall maintain the stage, kitchen, lounge, green room, restrooms, and parking areas in good and safe operating condition, free of clutter, trash, and debris. All trash must be removed from the stage and surrounding work areas daily, including, but not limited to, kitchen, bathrooms, and parking lot. The stage will be supplied with an initial quantity of trash can liners and restroom essentials, but additional supplies must be purchased from CMC if not supplied by the Renter. Use trash bags in all rubbish receptacles.

- Renter agrees to leave the stage swept up, free of rubbish, and left in "as received" condition the final day of rental. If the stage is not returned to this condition, applicable cleaning and/or maintenance costs will be charged to the Renter.
- An on-site dumpster is available for your use at \$75 per load.

16. Screen Credit

If screen credit is given, facility shall be listed as 'CINEMILLS MEDIA CENTER, Burbank, California.'

17. Indemnification

Availability of the stage for your use is made on the express condition that, except as a result of the gross negligence or willful misconduct, Cinemills Media Center is free from all liability by reason of any injury or losses to person or property of your company, its agents, officers, employees, guests and invitees or the property of third parties in their custody caused by water leakage of any character, gas, oil, fire, electricity, theft, failure or interruption of telephone or utility services, or any cause whatsoever arising out of the condition of the licensed premises, excluding latent defects, or any portion thereof, including the parking area and the common areas of the building in connection with your use, and your company shall defend, indemnify and hold stage harmless from any and all such claims, losses, damage, liabilities, demands, actions, suits, costs and expenses whatsoever, including reasonable actual attorney's fees. CMC shall be responsible for any liabilities, losses, claims, demands, costs (including reasonable outside attorney's fees) and expenses arising in connection with (i) any breach by CMC of this agreement or (ii) the gross negligence or willful misconduct of CMC.

CMC shall not have the right to enjoin or otherwise interfere with Tenant's/Renter's development, production, release, exhibition or exploitation, merchandising, marketing, or distribution of the audio-visual production produced hereunder in connection with this rental agreement.

18. Force Majeure

Neither Party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by any cause which is beyond the reasonable control of the Party affected, including but not limited to, war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

19. Governing Law: Venue

This Agreement shall be governed by and construed in accordance with the laws of the County of Los Angeles, or City of Burbank, CA without giving effect to the conflict of law principles thereof. All disputes related to this Agreement shall be submitted to the exclusive jurisdiction and venue of a county court located in Los Angeles, CA or City of Burbank, CA, which the Parties agree is the most appropriate and convenient venue for the resolution of disputes related to this Agreement.

Preceding terms agreed and accepted by (Company Name): \_\_\_\_\_

Represented By (first and last name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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