



3407 Winona Ave, Burbank, CA 91504
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STUDIO/EQUIPMENT RENTAL AGREEMENT – B

This Agreement is entered into between _____ hereinafter referred to as the LESSEE and **CenterStaging – SoundCheck LA LLC.**, hereinafter referred to as LESSOR, both being in accord as to the conditions and terms set forth herein.

Length- The terms of this Agreement shall remain in effect from dates provided on the attached quote.

Rental Terms & Conditions- The items described on the attached quote are leased upon the terms and conditions set forth within this page.

Payment/Deposit must be received prior to Lessor taking possession of equipment or studio. All funds are billed and payable in US currency only. All payments by check or other negotiable instrument shall be drawn on a US bank, and Lessee agrees to pay all fees incurred by Lessor in the collection of said monies, including a returned check fee of \$25.00 and any applicable late charges. Lessee agrees to indemnify and save Lessor harmless from any and all costs, expenses, attorneys' fees, suits, liabilities, damages, loss of revenue, time, actions or claims (including any third party claims) resulting in Lessor not providing equipment or studio caused by Lessee not providing advance payment.

All deposits received by Lessor shall be held as security for the performance of the Lessee's obligations hereunder, and at the option of Lessor, may be applied to the payment to make repairs for damage incurred to said items while under the care of the Lessee, and/or to cure any default of Lessee without prejudice to or suspension of any other right or remedy of Lessor. The deposit also may be held and used by Lessor until all of the Lessee's obligations are fully performed and the property returned to Lessor. The amount of any deposit in no way defines or limits the Lessee's liability for repair, replacement or other costs or obligations to Lessor incurred by Lessee.

Cleaning Fee- All trash must be removed from inside the studio and common areas and placed into appropriate trash receptacles located in the parking lot. Any excess trash left in studio will result in an additional \$75 cleaning fee. Bulky items, sets, set pieces and props which do not fit into Waste Management trash receptacles must be removed from premises or a charge of \$220.00 per bulk item will be billed.

Payment-

Deposit of \$ _____ , due on or before _____.

Payment #1 of \$ _____ , due on or before _____.

Payment #2 Balance of additional charges, due on or before _____.

Use- The LESSEE agrees to notify LESSOR of any use of exotic animals, automobiles, hazardous materials, stunts, and explosives and/or pyrotechnics prior to the shoot and of any requirements associated with such use. The Lessee is responsible for maintaining and following regulations contained in the Occupational Safety and Health Administration (OSHA) as well as obtaining all applicable permits and/or licenses as required by law and must supply an Insurance Certificate to cover said perils.

Any spike tape used in studio must be pre-approved for use on the studio/stage floor and removed after use. Use of unapproved tape result in an additional cleaning fee \$75.

No spray painting is allowed within studios unless specific permission is obtained in advance, and sanding and clean-up of any over spray are required after use of spray paint in studios. If LESSEE fails to do so then the cost of fixing the studio will be added to their studio charges.

Condition of leased items or Studio- Upon delivery or arrival, receipt of said items or studio in good condition is hereby acknowledged by Lessee. It is the responsibility of the Lessee to bring to the attention of Lessor any unfavorable condition of equipment or studio upon delivery. The lease period shall commence on the date set forth on the attached quote. The items or studio shall not be altered by the Lessee without the express written consent of Lessor. Lessee agrees that acceptance or taking possession of items or studio as specified on the attached quote by either an agent of Lessee or by a common carrier or delivery service or messenger is acceptance of the terms and conditions of this lease regardless of whether or not the document was signed. On any termination of this lease said items or studio shall be returned by Lessee to Lessor in as good condition and repair as when received by Lessee.

No transfer of ownership- This contract in no way constitutes or implies transfer of ownership or title of said items. Lessee shall protect Lessor's title and keep the leased items free from all claims, liens and encumbrances.

Additional Rental- The rental (lease) cost specified on the attached quote is for the period ending on the date specified on the attached quote for return of said items. If the items are retained by the Lessee after such date, rent shall be paid weekly in advance at the same rate at which the original rental cost was computed. Additional rental items could include Boom Lift, Fork Lift, Scissor Lift, additional telephones, furniture, internet, etc.

No sublet- Lessee shall not assign this lease or interest therein or sublet or pledge any leased item.

Loss and Damage/Replacement Costs/Values- If loss or damage occurs to the items leased hereunder, repair or replacement costs will be charged in addition to rental and/or any other costs incurred by Lessor. Rental payments are never applied towards repair or replacement costs. Lessee agrees that should a loss occur of any or all the items rented under this lease, or if said items become damaged, for whatever reason, whether through the fault of Lessee or of anyone else, (excluding the fault of Lessor and/or representatives of Lessor), or from an Act of God, that Lessee is fully responsible, and agrees to pay to Lessor within thirty days of the loss and/or damage, any amounts due as determined by Lessor. If items leased to Lessee are returned in a damaged condition, Lessor maintains the sole right to determine if said items are repairable or not and the amounts of the replacement or repair costs, as applicable. In the event said items are damaged beyond repair as determined by Lessor, Lessee agrees to pay the replacement costs of said items as determined by Lessor. Lessee agrees that the amounts of any replacement costs of the leased items shall include all costs as determined solely by Lessor to fully replace said items with similar items in good condition and repair. Repair costs may include, but are not limited to, the costs to repair both in-house and by outside agents as determined by Lessor. Repair costs and replacement costs may also include, but are not limited to, a rental charge for the time the item is out-of-service while being repaired or replaced. It is Lessor's stated policy that items rented from Lessor are not for sale, and thus not to be valued for replacement on an as is, where is basis.

Disclaimer of Warranties- Lessee acknowledges that Lessor is not the manufacturer of the leased items. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS OR PERFORMANCE OF THE ITEMS DESCRIBED ON THE ATTACHED QUOTE, except that the leased items and/or studio are in good working order upon delivery to or arrival of Lessee and fit for Lessee's intend uses hereunder. Except as set forth in the immediately preceding sentence, Lessee accepts no warranties and expressly waives any implied warranties as to the fitness, merchantability, design, construction, condition, specification or performance of the items described on the attached quote. Lessor shall not be liable to Lessee for any claims based upon or arising out of lost profits or prospective profits, loss of property or consequential or incidental damages in any way relating to the use or operation of the items described on the attached quote.

Indemnification- Lessee agrees to indemnify and save Lessor harmless from any and all costs, expenses, attorneys' fees, suits, liabilities, damages (including damages arising out of any injury or death to any person or persons or animals, or damage to any property of any kind whatsoever), actions or claims (including any third party claims) related to this lease, the relationship between Lessor and Lessee under this lease, the use, storage or possession of the leased items or the performance (or non-performance) or exercise (or non-exercise) of any of the duties, obligations, or responsibilities of Lessee under this lease or in connection with the lease, storage, use or operation of the leased items.

Insurance- Lessee agrees to carry, at Lessee's sole cost and expense such public liability, property damage and worker's compensation insurance as shall be adequate to protect the interests of Lessor herein. Said policies shall name the Lessor as well as the Lessee as the parties insured. The Lessee guarantees that all insurance policies required by this lease shall remain in effect for the duration of the rental period, and that Lessor shall be named as an additional insured and loss payee on an original certificate of insurance, which will be delivered to Lessor, if requested by Lessor, on or before the date the rental period is to begin. Lessee agrees that if an insurance claim is instigated by any party to reimburse Lessor for any expenses or costs as set forth in this lease, that Lessee will pay to Lessor any difference between any amount owed under this lease, and any amount paid to Lessor by any insurance company or any other company, agency, or source within thirty days of the date the items were damaged or lost. Should said certificate not be produced, the LESSEE is still personally responsible for any and all damages whatsoever and howsoever caused. Notwithstanding, LESSEE agrees to indemnify and hold harmless Lessor and its officers and employees from any and all claims, suits, damages and liabilities, including worker's compensation claims, resulting directly or indirectly from any cause or occurrence in, upon, at or from the use of the rented facility and equipment herein.

Taxes- Sales tax does not apply on the lease of the items in this contract because the property is being leased in substantially the same form as acquired by the Lessor, and the Lessor acquired the property in a transaction that was a retail sale with respect to which the retailer has reported and paid the sales tax. Lessee agrees that any and all tariffs/taxes/duties that may result from shipping or moving items leased hereunder to any point, especially out of the country, will be paid by the Lessee, and that no deductions whatsoever will be made by the Lessee from amounts owed to Lessor to cover said tariffs/taxes/duties.

Termination of Agreement- This agreement may be terminated by Lessor at any time and for any reason whatsoever by written notice to Lessee. If Lessor terminates this lease for any reason, all items rented from Lessor are to be returned to Lessor immediately and any monies owed Lessor are due immediately. Lessee hereby agrees and consents that upon a termination of this lease for any reason whatsoever, Lessor may at any time enter the Lessee's premises and remove any of the leased items described on the attached quote from the Lessee's premises.

Failure of Lessor- The failure of the Lessor to insist upon strict and/or prompt performance of any of the covenants herein and/or the acceptance of such non-performance hereunder shall not constitute or be construed as a waiver of Lessor's right hereunder to strictly enforce any of the terms and conditions of this lease.

Additional- This agreement contains all the terms upon which the described items are leased, and supersedes and controls any prior agreements, orders or proposals, written or unwritten. With respect to any provision of this lease finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and all the parties hereto shall abide by such court's determination. In the event that any provision of this lease cannot be reformed, such provision shall be deemed to be severed from this lease, but every other provision of this lease shall remain in full force and effect. If suit is commenced or an attorney is employed, or if Lessor incurs other costs to enforce any obligation of the Lessee hereunder, or to collect monies owed Lessor by Lessee under the terms of this lease hereunder, Lessee agrees to pay all costs of collection incurred by Lessor including but not limited to investigations, court costs, collection agency costs, and/or attorney's fees.

Choice of Law- The parties hereto agree that any dispute between them arising from this contract shall be determined in accordance with the laws of the state of California.

The following signatures constitute a legal and binding Agreement between the LESSEE and LESSOR regarding the abovementioned terms and conditions of this Agreement.

ON BEHALF OF LESSEE:

ON BEHALF OF LESSOR:

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Dated: _____ Dated: _____

LESSEE Contact Information:

Company Name:

Address:

Client Name: _____

Position: _____

E-mail: _____ Telephone: _____

Fax: _____ Cell: _____

Bookkeeper (Accounts Payable) Name: _____

E-mail: _____ Telephone: _____

Fax: _____ Cell: _____



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CREDIT INFORMATION

Company Name _____ Federal ID Number _____
Address _____ City |State |Zip _____
Telephone _____ Fax _____
Website _____ E-mail _____
Billing Address _____ City |State |Zip Code _____
Contact for Payment _____ Title _____
Telephone _____ Mobile _____
Nature of Business _____ Owner's Name _____
Amount of Credit Requested _____ Years in Business _____

Company Bank Information

Contact _____ Bank _____
Address _____ City |State |Zip Code _____
Telephone _____ Bank Account Transit # _____
When was this account established? _____

Trade References:

Name _____ Telephone _____ Fax _____
Address _____ City |State |Zip Code _____
Name _____ Telephone _____ Fax _____
Address _____ City |State |Zip Code _____
Name _____ Telephone _____ Fax _____
Address _____ City |State |Zip Code _____

Credit Agreement By completing this application you agree that the information you provide may be shared with CS-SCLA, its subsidiaries and divisions regarding your credit references. You also agree and authorize the credit references you identify to share credit information with CS-SCLA and that CS-SCLA may give credit and other information about you to, and to receive such information from, any credit bureaus or reporting agency.

Signature _____ Date _____

Name (Please Print) _____ Title _____