



This agreement is between Manhattan Beach Studios LLC ("Studio") and \_\_\_\_\_ ("Renter") for the ability to access space at the Studio premises. The rental commences on \_\_\_\_\_ at \_\_\_\_\_ and extends to \_\_\_\_\_ at \_\_\_\_\_. Additional details, if any, are:

The access period commences upon the established time and ends when Renter has departed, and the space restored to arrival condition.

General Terms, including access, rules/regulations, cancellation and other helpful information are agreed upon and provided in the [FAQ/Terms \(http://manhattanbeachstudios.net/docsx/MBS-FAQ-sheet1600.pdf\)](http://manhattanbeachstudios.net/docsx/MBS-FAQ-sheet1600.pdf).

## **RATES**

The rates are set by the [MBS 2024 Rate Card \(https://www.manhattanbeachstudios.net/mbs-rate-card/\)](https://www.manhattanbeachstudios.net/mbs-rate-card/). Adjustments to the Rate Card and General terms are as follows:

Renter shall provide a deposit of no less than 50% of the rental cost at the time of booking, and the remainder on the day of the rental.

Renter is authorized to use available Studio amenities, stands, furniture, grid lighting and other gear agreed to by Studio. Other gear shall be used by permission and at agreed rental rate only.

Expenses and consumables charged by MBS Media Campus shall be in addition to the rental rate. Vehicle access is collected by Studio at \$15/car.

## **CANCELLATION**

We attempt to be highly flexible when it comes to production-related rentals recognizing that schedules vary. Please see the [General Terms](#) for detailed information on cancellations.

## **CLEANING & TRASH**

Renter agrees to leave the Studio and all contents, equipment and fixtures in the same condition as they were when Renter arrived. Items shall be placed in designated storage areas at the completion of each session. Cleaning charges of \$175 shall be charged for excessive (atypical) cleaning requirements.

## **STUDIO RULES**

For clarification, in addition or mirroring the General Terms, Studio rules include the following:

No smoking, intoxication or illegal drugs.

Music is to be kept at reasonable levels.

No pets without prior consent.

Rental time ends when the last person in your group walks out of the Studio.

Renter shall use his/her/its own gear except as specifically permitted to use other gear.

The studio must be returned to original condition.

A studio/stage manager may be present in or around the studio room and studio office throughout the rental period.

## **WAIVER OF LIABILITY AND INDEMNIFICATION**

Use of the Studio and equipment is at Renter's risk. Renter hereby agrees that Studio, and MBS Media Campus, and each of their owners, partners, employees, agents, representatives, associates, contractors, other tenants and guests (the "Released Parties") will not be held liable and shall be held harmless for any direct, indirect, incidental or consequential damage, injury or loss to Renter, its party, guests, employees, agents, contractors or possessions while at the Studio. Any issues, damages and other notable matters shall be reported to Studio immediately and Renter shall terminate use of the space in the event of any unsafe condition.

Renter shall be solely responsible for any damages to or loss of Studio's equipment and possessions. Renter shall ensure that each and every guest, including artists, models and so forth have signed a release completely releasing the Released Parties from any liability including all direct, indirect, incidental or consequential damages, injuries or losses.

Renter shall hold harmless and indemnify the Released Parties against any damage, liability, suit, claim, loss, accident, judgment, fine, injury or other costs or damages, including reasonable attorney's fees which may result from any claim, damage, loss, cost or expense related to Renter's compliance with this Agreement, negligence or misconduct, or any claims by Renter, Renter's personnel, employees, agents, associates, invitees, guests, models, contractors or any other of its personnel stemming from or in connection with the use of the Studio, including any allegations of negligence or misconduct by the Released Parties. This indemnification shall continue in full force and effect during and after the term of the rental. The Studio is provided as-is and is used solely at Renter's risk.

## **CONDUCT**

Renter shall be solely responsible for the conduct and welfare of all persons accessing the Studio. We maintain a harmonious relationship with the lot, other tenants and productions and conduct shall be consistent with that harmonious relationship. Termination or expulsion for conduct shall not waive Tenant for Tenant's financial responsibilities and no refund shall be entitled. Tenant will comply with all instructions from lot security, including parking instructions.

## **RELEASES/AGE OF MODELS**

Renter is solely responsible for verifying that all talent and personnel are of legal age, unless a minor release is obtained, and a parent or legal guardian is present. Studio has no responsibility to determine or verify the age of participants in Renter's activities but reserves the right to demand proof of age/parental consent if models or talent are or may be under age (although this right does not imply that Studio has an obligation to act on this right). Studio shall be held harmless in the case of a failure to execute and maintain a signed model release, as well as an invalid ID or any other form of age verification.

## **INSURANCE**

Renter is required prior to rental to present a certificate of general liability insurance naming Manhattan Beach Studios LLC as additionally insured (and if renting gear, for rented equipment) 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 and equipment damage and theft of at least \$100,000. Failure to maintain or provide insurance shall authorize Studio to cancel events as late as the day of the event and shall be entitled to a cancellation fee equal to the amount that would

have been paid for the rental. Additionally, Studio may purchase an event insurance policy naming it as beneficiary at Renter's expense.

In addition to, or in lieu of insurance, at Studio's request, Renter shall sign a credit card authorization or provide a cash or cash-equivalent deposit for use of studio equipment.

## **STUDIO EQUIPMENT**

If agreed, on a rental basis Studio agrees to provide equipment in good working order but makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes. Renter shall notify Studio immediately of any malfunction, damage, or other issues with the equipment.

## **DAMAGE AND SECURITY**

Renter shall be solely responsible for any damage to Studio's studio, property or equipment that occurs during the time Renter, or his party occupies the Studio. Renter shall supervise and be responsible for all activities of any guests, employees, contractors or clients. Renter agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition. Renter agrees to pay for damage to the Studio including spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces.

## **DISPUTE RESOLUTION**

If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

## **MISCELLANEOUS**

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 Studio 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.

## **LIST ALL ADDITIONAL PERSONNEL**

Renter shall provide a list of personnel accessing the lot, including as best as possible, with legal names as indicated on such personnel's IDs. Lot security does check and Renter understands that this protocol may result in some inconvenience, and is allocating time for lot access and parking.

The following signatures constitute a legal and binding Agreement dated: \_\_\_\_\_ between Renter and Manhattan Beach Studios.

\_\_\_\_\_  
Renter:  
by:  
Phone:  
Email:

\_\_\_\_\_  
Manhattan Beach Studios LLC  
by Mark Nicholas, Owner

Address:

## **Special Terms Addendum**

The following items are specifically requested. Rental rates and other agreements are indicated below:

\_\_\_\_\_  
Renter:

\_\_\_\_\_  
Manhattan Beach Studios LLC  
by Mark Nicholas, Owner