



## STUDIO CONTRACT

**CFX Studios Miami is a Non-Smoking Facility.**

**DO NOT nail, staple, glue or tape anything to CYC wall.**

This Contract, between Gearhouse LLC, DBA: CFX Studios Miami and Production Company (and hereinafter referred to as Renter) is for the use and rental of Gearhouse LLC, DBA: CFX Studios Miami Rental rates for any Studio operated by Gearhouse LLC, DBA: CFX Studios Miami are based on a 10 hour day starting not before 7:00AM or after 7:00PM Eastern Standard Time. Rental of Studio before 7:00AM or after 7:00PM Eastern Standard Time will result in overtime charges for those hours or fractions thereof. It is agreed by both parties that a rental rate of \$\_\_\_\_\_ per \_\_\_\_\_ hour day shall be charged per day. Studio overtime shall be billed at a rate of \$ 75 per hour or any fraction thereof (includes Studio Manager). Renter will agree to abide by the terms of payment and regulations for use of the Studio, its equipment and facilities as set forth in this contract. An Authorized Representative of the Renter is required to sign all pages of this contract acknowledging acceptance of all terms and regulations set forth herein. The original signed contract must be returned along with the total, nonrefundable Studio deposit (see below) before Studio will be considered rented. Upon the completion of this contract and payment of the Deposit, specified Studio will be booked for rental use. **Deposit Amount:** Renter acknowledges cancellation policy. All cancellations must be made with studio representative at Gearhouse LLC, DBA: CFX Studios Miami ten (10) days prior to start date that is stated on contract. Cancellations made ten (10) days prior to start date will only pay a \$100 nonrefundable deposit. Cancellations made inside the ten (10) days prior to start date that is stated on contract will be billed at a rate of 50% per day for dates stated on Contract. In the event that Gearhouse LLC, DBA: CFX Studios Miami rents studio for said dates then cancellation fees may be waived but not the nonrefundable deposit. **Payments made Payable to CFX Studios Miami** . Renter acknowledges and agrees that the days and dates of Studio and or office usage herein are firm and that any change or cancellation shall in no way relieve Renter of the obligation for payments made or due as hereinbefore set forth. Renter also agrees that all deposits are nonrefundable and Gearhouse LLC, DBA: CFX Studios Miami shall have no obligation to provide Studio or office use for any alternate days as a substitute for the days which are herein specified. Renter agrees that any and all balances remaining shall be paid before being work in CFX Studios Miami. **Credit Cards:** Gearhouse LLC, DBA: CFX Studios Miami does accept all major credit cards. Renter acknowledges that there is a 3% Paypal fee for all Credit Card charges. Renter acknowledges that all Deposits are non-refundable. Any deposit (excluding incidental deposit) amount paid will be deducted from the final bill which shall include but not be limited to: Studio rental, cables, electrical, equipment rental and or usage including sub-rented equipment, Copy and FAX machine use. Gearhouse LLC, DBA: CFX Studios Miami does not guarantee Studio availability should extra

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days become necessary to complete this job. In the event litigation is required in connection with this Contract, the non-prevailing party agrees to pay any and all reasonable attorney's fees to the prevailing party. BALANCE IS DUE AND PAYABLE BEFORE THE START OF THE RENTAL. Gearhouse LLC, DBA: CFX Studios HAS TO RIGHT TO ASK THE RENTER TO VACATE THE PREMISES AND IF PAYMENT HAS NOT BEEN RECEIVED IN SPECIFIED TIME FRAME THEN RENTER SHALL LOSE ALL DISCOUNTS. **Studio Regulations:** Renter agrees to abide by the terms of payment and regulations for use of the Studio, its equipment and facilities as set forth in this Contract. In the event litigation is required to enforce the terms of this Contract, Renter agrees to pay any and all attorney, court or other fees where Gearhouse LLC, DBA: CFX Studios Miami is required to employ legal counsel. **No person or vehicle is allowed on Studio without proper insurance and proof thereof. Renter must provide proof of liability insurance naming Gearhouse LLC, DBA: CFX Studios Miami as ADDITIONALLY INSURED FOR ONE MILLION DOLLARS AND LOSS PAYEE FOR \$100,000.00 before Studio booking will be considered firm. Renter shall also secure and maintain Workmen's Compensation Insurance covering all personnel in Renter's employ or supplied by others.** The insurance coverage shall commence when the rental term begins and shall remain in full force and effect until the rental term ends and Renter completely vacates the premises. Gearhouse LLC, DBA: CFX Studios Miami has no liability or responsibility for the damage or injury to any person or property, including without limitation filmed sequences and any and all costs incurred in the production of such sequences arising directly or indirectly from or attributable to the renting or use of any equipment or space owned and or operated by Gearhouse LLC, DBA: CFX Studios Miami . In addition to filmed sequences, equipment and property includes but is not limited to computers, cellular phones, video and audio recording and playback equipment, TV's and monitors kits, tools, wardrobe, props, set dressings and product. Renter agrees that all equipment and property brought to and or stored at Gearhouse LLC, DBA: CFX Studios Miami is the sole responsibility of the owner and or Renter who shall hold Gearhouse LLC, DBA: CFX Studios Miami harmless in the event of any damage to or loss thereof. Renter also agrees to indemnify and hold Gearhouse LLC, DBA: CFX Studios Miami harmless from any and all claims, demands, causes of action, suits, proceedings, costs, expenses, damages and liabilities including any or all attorney fees arising directly or indirectly out of, connected with, or resulting from the renting or use of any equipment or space owned and or operated by Gearhouse LLC, DBA: CFX Studios Miami. **Rental Equipment:** All equipment sub-rental arrangements must be made through Gearhouse LLC, DBA: CFX Studios Miami Studio Managers. All equipment and materials owned by Gearhouse LLC, DBA: CFX Studios Miami , not specifically listed herein, will be billed as used. For the term of the Contract, Renter shall be fully responsible for the proper use, maintenance and satisfactory return of any or all Gearhouse LLC, DBA: CFX Studios Miami. Renter agrees to have on staff for all days personnel qualified to tie in, operate, maintain and strike any or all equipment used. Electrical, lighting, grip, special effects and any or all potentially hazardous equipment shall be operated only by qualified persons properly licensed (where applicable). Gearhouse LLC, DBA: CFX Studios Miami will not be responsible for delays or down time caused by inability to operate equipment and or equipment failure. Operation of any equipment is done at the sole risk of the individual and Renter agrees to hold Gearhouse LLC, DBA: CFX Studios Miami harmless should personal bodily injury and or delays occur during said operation, except for the gross negligence or willful misconduct on the part of Gearhouse LLC, DBA: CFX Studios Miami . Renter agrees to pay all invoices for overtime and or additional Studio charges, services, labor, materials, supplies and or equipment not specifically provided for and included as part of this Contract, upon

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presentation of such invoices to Renter. Renter also agrees to pay all invoices for missing or damaged equipment. All invoices are subject to inventory review. No property of Gearhouse LLC, DBA: CFX Studios Miami may be removed or used as production props from the studio, offices, or rooms without consent of the Studio Manager. Use of Gearhouse LLC, DBA: CFX Studios Miami exteriors or off -Studio interiors as location sets are by quotation. Rates and terms of payments must be negotiated with Gearhouse LLC, DBA: CFX Studios Miami prior to any such use. Any damage, abuse or theft of property belonging to Gearhouse LLC, DBA: CFX Studios Miami will be charged to Renter. **Trash must be removed from Studio, kitchen, green room dressing and make-up rooms, production office, etc. at the end of each day.** Aforementioned areas must be left thoroughly clean at the end of each day or Renter may expect to be charged an additional cleaning fee of at least \$200.00/day. See Studio Manager for dumpster regulations specific to each Studio. Renter shall not, without Gearhouse LLC, DBA: CFX Studios Miami prior written consent, make any alterations to Studio, CYC, floor or walls. As a condition to grant consent, Gearhouse LLC, DBA: CFX Studios Miami may require Renter to remove such alterations and restore premises to prior condition. No ram setting or drilling into Studio floors. Painting The CYC walls AND studio floor are pristine white. CYC walls and floor may be painted other colors, but must be returned to white. CYC walls and studio floor must be clean and undamaged at the end of rental. All painting must be arranged by Gearhouse LLC, DBA: CFX Studios Miami . Painting charged per quotation. Use of spray paint/spray equipment is not allowed on Studio without prior consent. Renter agrees to leave Studio broom clean, free of trash and otherwise "as received" on final day. All tape must be removed from floor. Strike must be completed in time allotted. Gearhouse LLC, DBA: CFX Studios Miami reserves the right to employ such personnel, vehicles and or equipment as necessary to complete any unfinished strike and or cleaning and Renter agrees to pay all invoices presented by Gearhouse LLC, DBA: CFX Studios Miami for such. While renting, Renter shall, at Renter's sole cost and expense, fully, diligently and in a timely manner, comply with and abide by all laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, and the requirements of any applicable fire insurance underwriter, general insurance underwriter or rating bureau, Gearhouse LLC, DBA: CFX Studios Miami , the property owners, City of Hialeah and State of Florida regarding fire prevention, use and removal of hazardous wastes, use of electricity and parking of vehicles holding Gearhouse LLC, DBA: CFX Studios Miami harmless in any violations thereof. Gearhouse LLC, DBA: CFX Studios Miami will also not assume responsibility for any damage or delay caused by failure including but not limited to electric power, gas, water, air conditioner, Internet, television cable, or telephone whether service interruption occurs on public or private property; acts of God and or Nature; riot or civil disobedience; or any other factor not directly related to Gearhouse LLC, DBA: CFX Studios Miami , it's equipment and facilities. Gearhouse LLC, DBA: CFX Studios Miami will not be held responsible for any vehicle or its contents whether in use or parked on public or private property. Gearhouse LLC, DBA: CFX Studios Miami , its officers and employees shall have full access to all areas owned and or operated by Gearhouse LLC, DBA: CFX Studios Miami at all times. Gearhouse LLC, DBA: CFX Studios Miami reserves the right to deny access to any or all areas owned and or operated by Gearhouse LLC, DBA: CFX Studios Miami , and / or cancel any rental or shoot date(s) to any party for any reason. Renter agrees that the rental agreement represented by the Contract in no way entitles the Renter to any interest in real property nor does the Renter by signing this Contract have the right to act for or on behalf of Gearhouse LLC, DBA: CFX Studios Miami in any agreement,

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contract, sub-rent, purchase or anything which shall be binding on Gearhouse LLC, DBA: CFX Studios Miami . Renter shall hold Gearhouse LLC, DBA: CFX Studios Miami , its officers, directors, agents and or their heirs or assigns, forever harmless by reason of any acts of Renter which are not expressly permitted or which are forbidden by this Contract. Renter, if a corporation, represents that he or she has authority to enter into this Contract, bind said corporation to same, and has vested in the Authorized Representative (if other than Renter) the authority to bind said corporation to same by signing this Contract on behalf of Renter. This Contract contains the entire agreement of the parties and may only be modified in writing, not orally, between the parties hereto. It is further agreed that all invoices shall bear interest after due date of no less than 1.5% per month (18% APR) Amount is nonrefundable. Deposit will be credited against the final bill.

By signing this Contract I, the Authorized Representative for the Production Company named herein, acknowledge that I have read all pages of this Contract and agree to comply with and bind Production Company to same.

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

Print Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Production Company \_\_\_\_\_

Job Name: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**To help us serve you better, please fill out the following information to the best of your knowledge.**

Y / N Are you using the CYC Wall? Y / N Will it be painted a different color?

Shoot Schedule ( From Build to Strike): \_\_\_\_\_

Do you need the following?

Y / N Production Office - Y / N Hair / Make Up / Wardrobe Room - Y / N Private Green Room w/ Shower

Y / N Kitchen - Y / N Caterer Space– Truck or Drop Off Dates: \_\_\_\_\_

Y / N Offsite Parking – How Many \_\_\_\_\_ Dates Needed \_\_\_\_\_

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# Studio Rates

## Weekday Rates

**Daily..... \$750.00 for 10 hours / Half Day.... \$400.00 for 5 hours**

Studio is open from 7:00 AM - 7:00 PM

Half day hours are from 7:00 AM - 12:00 PM or 1:00 PM to 6:00 PM

Overtime is \$75 per hour from 7:01PM - 6:59AM

Weekend and Holiday rates are the same cost just add \$150.00 per day.

**50% deposit is required to hold dates for studio rental.**

**\$300 (refundable) incidental deposit required all for rentals.**

## CYC Wall Painting:

- \$1300.00 - CYC color change with return to white
- \$ 250.00 - Fresh White Floor

## Additional Studio Services:

- Special Effects equipment rental - 50% off

## Breach of Contract Fees:

- \$ 300.00 Smoking inside the building
- \$ 300.00 Non cleanup or messy return
- \$ 100.00 Cancellation Ten (10) Prior ((50% Daily or Half Day, less than 10 day))
- \$ 1300.00 None Return to White on CYC Wall.
- \$ 100.00 Damage to CYC wall per foot
- \$ 500.00 Damage to Rooms and Furniture

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