



114 Sheldon St. :: El Segundo, CA 90245 :: 310-546-6100

## Studio Rental Agreement

This is a binding agreement between Big Door, Inc. (Big Door) and below-signed individual representing named production entity (Renter). Agreement is binding upon both. By signing, Renter understands, and agrees to abide by the conditions and terms described herein, unless explicitly noted in the Estimate.

Any statements, notes or exclusions in the estimate are binding and override this contract.

### INSURANCE REQUIREMENTS

- Renter shall maintain All Risk Property Insurance providing coverage to replace the equipment rented from Big Door without a reduction for depreciation (Replacement Cost coverage). Big Door shall be named Additionally Insured, and added as Loss Payee relative to such equipment. Policy coverage territory is to be "Worldwide"
- Renter must furnish Big Door with certificate of insurance naming "Big Door, Inc. 114 Sheldon St., El Segundo, CA 90245" as additional insured and loss payee under renter's comprehensive general liability policies.
- Comprehensive general liability must be in an amount not less than: \$1,000,000/\$1,000,000 Bodily Injury Liability and Property Damage Liability
- If renting Big Door Equipment, equipment coverage must be provided in an amount no less than the total value of equipment rented. In general, equipment policies of 100k or greater are acceptable.

### TERMS

- A check or credit card deposit for 100% of the studio rental is required to reserve the studio. For multi-day jobs, the deposit amount will be noted in the estimate.
- This deposit will only include charges for the Studio Rental but can include any equipment rental or other charges as desired.
- The deposit, noted above, is non-refundable, unless canceled 72 hours prior to the rental date
- Unless noted in the estimate, the remaining balance is due upon arrival on the first Rental day and payable via check or credit card. Note, we prefer checks.
- Any Credit Card payments over \$2,500, will incur a 3% service fee.
- Any additional charges which are incurred during the Rental, are due net 15 from the last Rental date.
- Renter is liable for any and all costs, including legal fees, incurred by Big Door in an effort to collect past due charges.
- Renter will be charged a \$250 corkage fee per shoot day if they supply their own grip & lighting equipment and do not rent the in-house Big Door G&L package.

### LEGAL

- Renter shall indemnify and hold harmless Big Door and/or parent company, and/or subsidiaries, and/or affiliated companies, from any and all third party liabilities, claims, damages, costs, expenses (including, reasonable outside attorney fees), and lawsuits related thereto, due to any injuries sustained or incurred by ANY person whether or not said person or persons is employed by Renter or Big Door during the rental term, due to the negligence of the Renter or its Affiliates or breach of this Agreement.
- Big Door shall indemnify and hold harmless Renter and/or parent company, and/or subsidiaries, and/or affiliated companies, from any and all third party liabilities, claims, damages, costs, expenses (including, reasonable outside attorney fees), and lawsuits, due to the negligence of Big Door or breach of this Agreement.
- Renter represents and warrants that Renter has the right to enter into this agreement perform its obligations under this agreement.
- Renter assumes full responsibility for loss and/or damage to any property or equipment — whether belonging to Big Door, crew members, talent or others — due to Renters actions or negligence during the shoot. Big Door is not responsible for articles left behind by Renter.
- The parties hereby acknowledge and understand an inherent risk of exposure to disease agents, including COVID-19, exists in any place where people are present. Renter hereby expressly assumes all such risks and dangers by voluntarily using Big Door's studio, equipment and/or facilities and expressly releases Big Door and their respective parents, affiliates, subsidiaries, licensees, employees, successors and assigns from any and all liability, claims or expenses of any kind (collectively, "Claims") arising from or in connection with such exposure and this Agreement, including without limitation any Claims based upon any alleged personal injury, death and/or infringement of any proprietary and/or personal rights. Big Door hereby expressly assumes all such risks and dangers by permitting Renter to use Big Door's studio, equipment and/or facilities and expressly releases Renter from any and all Claims arising from such exposure.

### RESPONSIBILITY

- The studio, and all equipment and facilities must be returned in their same condition upon completion, reasonable wear and tear excepted.
- All equipment, furniture, materials and props must be returned to their proper places, trash removed and the

studio and facilities left clean.

- With the exception of the Stage Floor, only painter's tape and/or paper tape are permitted to be used on the facility floor – no gaff tape or otherwise are allowed on the polished concrete areas.
- Before being put in the trash bin, all trash must be bagged and tied closed. Any food trash must be double bagged and tied off close prior to adding to outside dumpster.
- A charge of \$350 may be assessed to clean the facility or return equipment if not handled by the Renter.
- Big Door is a non-smoking facility. Any smoking must be done off studio property (sidewalk/rear alley). All cigarette butts must be extinguished and disposed of in the dumpster.
- Please let us know if you plan on using fog in your production. This is permitted, however, we require advance notice so we may prepare the smoke alarms *and* notify our monitoring company in order to prevent setting off the alarms and subsequently alerting the fire department to visit our facility during your shoot.
- If filming outside the stage in our facility (except flex room), floors must be protected with Ram Board or similar.
- If/When the exterior patio is needed for set/prop work (ie. paint, sanding, etc.) a tarp is required to protect the patio.
- The use of scissor lifts are not permitted. Instead, ladders will be available and are included with your rentals

#### **RENTAL TIMES / IMPACT**

- Stage rental rates (including stage manager) are based on a 12-hour day
- Crew labor rates (if booked) are based on a 10-hour day
- Call times before 7am are charged an additional \$100/hour
- Rentals which require the use of the studio later than 10pm are charged an additional \$100/hour.
- Rental days begin at first crew member's call and ends when the Stage Manager locks the stage
- Rental Estimate is based on having a total of 35 people or less at Studio (cast, client, crew). Unless otherwise stated in the estimate, an additional charge of \$150 for up to 45 people will be assessed. For over 45 people, consult the Studio.
- Stage Overtime is charged at \$250 per hour, rounded up to the nearest quarter hour.

#### **FORCE MAJEURE**

- Big Door will use reasonable efforts to make the facility available to Renter, however, notwithstanding any provision in this Contract to the contrary, if for any reason beyond Big Door's or Renter's reasonable control, it is subject to events or occurrences to include, but not be limited to, acts of God, acts of governments, war on US soil, acts of nature, pandemic (including, COVID-19), disease, power failure, internet disruption, fire, explosion, extreme winds, flood, earthquake, tide, lightning, labor unrest, protest, strike or a similar intervening cause beyond the control of either party, making it illegal or impossible to perform the obligations on the date and time specified in this Contract, either party will have the right to cancel said rental. Big Door or Renter does not assume liability of any nature for such cancellation, failure, or delay of performance, and Renter hereby agrees that it shall not bring any claim or suit against Big Door due to such cancellation, failure, or delay in performance. If either party terminates this Contract pursuant to this Force Majeure clause, Big Door shall return to Renter all deposits paid by Renter with respect to rental of the facility.

#### **RENTAL AGREEMENT**

- By signing below, Renter confirms receipt of a Big Door Studio Estimate in addition to this Agreement, and agrees to pay the rates therein for all services rendered and equipment used.

#### **FILM RIGHTS**

- Big Door acknowledges and agrees that Renter has the right to photograph, film and record the studio and facilities, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the studio and facilities, as well as any tradenames, trademarks, copyrights and logos of Big Door or visible on the studio and facilities, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity.
- Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the studio and facilities (including, without limitation, all copyrights) shall be and remain vested in Renter, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with the Program, subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Big Door nor any tenant or any other party having an interest in the studio and facilities shall have any claim or action against Renter or any other party arising out of any use of the photographs, film and/or recordings.

Renter, Signature: \_\_\_\_\_

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

Renter, Print Name: \_\_\_\_\_

Company: \_\_\_\_\_