

Fizheye Photographic Studio Rental Terms and Conditions Form (Version: February 2007)**Rental Terms**

By engaging to rent our studio for any purpose, you hereby state that you have read, fully understand and agree to be bound by the following terms and conditions. All renters must provide Fizheye Studio with a signed copy of this form before holds or bookings will be accepted. We cannot allow your rental to go forward without a signed and dated copy of this form.

Payment

Rental rates are the rates posted on our website. A deposit of half the total rental amount is required at least 24 hours in advance to guarantee your rental period. This payment can be made in cash or by credit card (VISA or American Express). Your date will not be held until this payment is received and cleared. We reserve the right to refuse reservations at our sole discretion.

A \$500 pre-authorized charge will be placed on your credit card against damages to the equipments and premises caused during your rental period. This amount will be refunded to you upon the conclusion of your rental period and the studio is put back to the state when it was found.

Deposits are not refunded unless notice of cancellation is made at least 24 hours before your reservation date. A 50% refund of the deposit is returned for notification of cancellation 24 hours prior to the rental period. There is NO refund of the deposit for cancellations on the day of the shoot.

Payment for your rental must be received before your reserved time begins. You may pay upon arrival to our studio in cash or by credit card. We cannot accept personal checks under any circumstances. Please arrange to have your payment ahead of time.

Loss or damages to the studio involving more than normal wear and tear and including but not limited to studio contents, repainting, water damage, hair cutting, use of fire, sand, animals or access to electrical panels will be billed to the renter, and a minimum charge of \$75.00 will apply.

Any renter that leaves the studio in a state that requires more than the normal amount of cleaning will be billed at an hourly rate. Additional charges may be added in circumstances where damage to the premises has occurred during your shoot. Disposal of large amounts of garbage due to large sets may also accrue additional costs.

We reserve the right to refuse reservations at our sole discretion. If we must cancel your reservation for any reason, you will receive a full refund.

Length of Use

Rental periods are pre-arranged with the studio manager. Time includes set up and break-down. Studio must be cleaned and vacated by the end of the rental period.

No prior drop-off and/or pick-up after completion of shoot, of equipment, props, etc. unless negotiated at time of rental contract. Additional fees may apply.

Early or extended hours must be worked out and paid for in advance on day of shoot before rental period begins.

Terms of Use

Use of our studio is AT YOUR OWN RISK. You hereby waive your right to seek legal redress for mishaps, accidents, and loss while on our premises.

You agree to leave our studio and adjacent property in the same condition as they were when you arrived.

You agree to release Fizheye Studio, its owners, agents, employees, affiliated independent contractors, management, bookers or any other related personnel, the company and any of its subsidiaries of any and all liability for any and all accidents or injuries whether physical or mental, while in participation of, working and/or shooting in the studios, or any other activity in conjunction with this space, or situations that you encounter while renting the studio space.

You agree not to sue or file suit against Fizheye Studio, its owners, agents, employees, affiliated independent contractors, management, bookers or any other related personnel, the company and any of its subsidiaries for claims arising out of said participations and/or photo shoots while in participation of, working and/or shooting in the studios.

You waive Fizheye Studio of any liabilities arising out of the use of the studio. Fizheye Studio will not be held liable for any injuries, accidents, loss or damage that occurs in the studio or on the building premises. It is your responsibility as the renter to carry liability insurance. We require a copy of the renters certificate of insurance with Fizheye Photo Rental Studio added as an additional insured with respect to operations of the named insured and added as a loss payee "as their interests may appear." It must include a 30 day cancellation clause and proof of risk replacement cost.

Fizheye Studio will only be liable for the amount of the rental fee if your shoot is delayed or canceled as the result of a situation that arises in or on the building premises that is out of our control. Fizheye Studio expressly prohibits any illegal activity on its premises during the course of any rental.

You agree to be solely responsible for the conduct and welfare of all persons accompanying you while on our premises.

You agree that someone representing Fizheye Studio will be present in the studio at all times you are using it.

You agree to the terms above and agree to make your representatives responsible for these terms.

Rental Dates: _____

Rate Quoted: _____

Estimated Total Due: _____

Renter's name (Print): _____

Company: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Signature: _____

Date: _____

Please fax this signed form to (416) 516-0413 to confirm your rental.