



## STUDIO HIRE AGREEMENT

By engaging to hire the ECLAT CREATIVE A.B.N: 99 191 587 442 (herein after referred to as the "Company") studio you, the undersigned (herein referred to as the "Hirer"), hereby state that you have read, understand and agree to be bound by the following terms and conditions.

### 1. Payment:

Hirer will provide full payment for all reservations of studio space in AUS funds. Hirers date will not be held or approved until this payment is received and cleared. Studio Hire payment cannot be refunded unless notice of cancellation is made at least 72 hours before Hirers reservation date (Hirer will receive a full refund if cancellations occurs prior to 72 hours before the reserved date). If the Company must cancel Hirers reservation, Hirer will receive a full refund. Payment for Hirer's rental must be received before Renter's reserved time begins. Company reserves the right to refuse reservations at its sole discretion.

### 2. Length of Use:

Hourly studio hire periods are 60 minutes. Half day rental periods are 4.5 hours. Full day rental periods are 9.5 hours. \$50.00 Fee applies for re-painting of the Infinity Wall if damages are caused by renter or any affiliates, additional fees apply for equipment hire and use of turbine heater. Studio clean-up must be completed by the end of the hire period. If the studio is not satisfactorily returned to the state it was prior to the rental period, a clean-up fee will be assessed as per the current ECLAT CREATIVE rate sheet. Overtime will be calculated in increments of 1 hour blocks beyond the contracted end-time of the hire period when Hirer is either still using or cleaning up the studio space. Overtime fees will be assessed as per the ECLAT CREATIVE Rate sheet. Do not arrive late - Hirer's hire time begins at the designated starting time and ends at the designated ending time; no exceptions unless otherwise negotiated.

### 3. Terms of Use:

Use of our studio and our local equipment is AT HIRER'S OWN RISK. Hirer hereby waives rights to seek legal redress for mishaps, accidents, and/or loss while on our premises. Hirer agrees to leave the studio and adjacent grounds in the same condition as they were when Hirer arrived. Hirer's are solely responsible for any legal infractions Hirer or members of Hirer's party make during the conduct of the shoot, be they in our studio or elsewhere. This includes parking tickets, all other violation or citations, and legal action resulting from the conduct of the shoot, taken at whatever time. Hirer agrees to hold harmless ECLAT CREATIVE, its owner, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Hirers self or anyone who accompanies Hirer while on our premises. Hirer agrees to be solely responsible for the conduct and welfare of all persons accompanying Hirer while on our premises. Hirer are solely responsible for the safety and well-being of any models Hirer engages. Hirer understands that if the Company observes dangerous, pornographic, or negligent practices or activities are being engaged; the Company reserves the right to stop the shoot and require Hirer and Hirer's party to leave immediately — HOWEVER, Company assumes NO RESPONSIBILITY to act in such cases. Hirer agrees to hold ECLAT CREATIVE, its agents, representatives, and anyone acting on behalf of Company completely harmless from any action, legal or otherwise, that results from Hirer's conduct. Hirers are solely responsible for verifying that all models employed during Hirer's rental period are of legal age and or have parental consent for the activities they are to be engaged in. Company has no responsibility to determine or verify the age of participants in the Hirer's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going. Hirer agrees that a Company representative will not be present in the studio to oversee its use unless subject to direct request from the Hirer.

### 4. Equipment:

Company agrees to provide equipment in good working order, but makes no special guarantees as to said equipments functionality or suitability to Hirers purposes. Company is not liable for acts out of its control that affect the shoot, such as power outages, weather or emergencies. In such cases, Company will refund a prorated portion of Hirer's payment and or reschedule the studio booking.

### 5. Arbitration:

If the parties are unable to resolve any controversy or claim arising under this Agreement, they agree to submit the dispute or claim to binding arbitration subject to the commercial arbitration rules of the Australian Arbitration Association. This arbitration will take place in Victoria. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of arbitrators of the Australian Arbitration Association, that they will faithfully observe this agreement and the Rules, and that they will abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$200.

### 6. Miscellany:

This Agreement incorporates the entire understanding and agreement between the Hirer and the Company. 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 Victoria govern this Agreement.

**Acknowledgment of this agreement and its conditions via the Zapla studio hire process is agreed to be a digital signature signed by the Hirer. It is therefore agreed the Hirer and those in the Hirers party have read this entire agreement, agree to its terms and acknowledge receipt of a complete copy of the Agreement.**

A handwritten signature in blue ink, appearing to read "Jesse Hayes".

**Jesse Hayes**  
Eclat Creative Studio Manager