

ECLAT

CREATIVE

STUDIO RENTAL AGREEMENT

By hiring 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 "Renter"), hereby state that you have read, understand and agree to be bound by the following terms and conditions. Acceptance of these terms and conditions takes place as a pre-requisite of booking the studio via the Zapla/Stripe online platform.

1. Payment:

Renter will provide full payment for all reservations of studio space in AUS funds. Renter's date will not be held or approved until this payment is received and cleared. Deposit is not refunded unless notice of cancellation is made at least 72 hours before Renter's reservation date (Renter will receive a full refund if cancellations occurs prior to 72 hours before the reserved date). If the Company must cancel Renter's reservation, renter will receive a full refund. Cancellations within 72 hours of booking will equate to a studio credit being applied. Payment for Renter's rental must be received before Renter's reserved time begins. Company reserves the right to refuse reservations at its sole discretion. Payment of all extras, equipment, catering, extra time, fees, penalties or options will be automatically processed via Stripe utilizing the card used at the time of processing studio hire.

2. Length of Use:

Hourly rental periods are 60 minutes. Half day rental periods are 4.5 hours. Full day rental periods are 9.5 hours. Studio clean-up must be completed by the end of the rental 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 rental period when renter 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 - Renter's rental time begins promptly at the designated starting time and ends promptly at the designated ending time; no exceptions unless otherwise negotiated.

3. Terms of Use:

Use of our studio and our local equipment is AT RENTER'S OWN RISK. Renter hereby waives rights to seek legal redress for mishaps, accidents, and/or loss while on our premises. Renter agrees to leave the studio and adjacent grounds in the same condition as they were when Renter arrived. Renters are solely responsible for any legal infractions Renter or members of Renter'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. Renter agrees to hold harmless ECLAT CREATIVE, its owner, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Renter's self or anyone who accompanies Renter while on our premises. Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying Renter while on our premises. Renters are solely responsible for the safety and well-being of any models Renter engages. Renter understands that if the Company observes dangerous, pornographic, or negligent practices or activities are being engaged in the Company reserves the right to stop the shoot and require Renter and Renter's party to leave immediately — HOWEVER, Company assumes NO RESPONSIBILITY to act in such cases. Renter 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 Renter's conduct. Renters are solely responsible for verifying that all models employed during Renter's rental period are of legal age for the activities they are to be engaged in. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going. Renter agrees that someone a Company representative will be present in the studio at all times Renters are using it.

4. Equipment:

Company 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. 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 Renter's payment and or reschedule the studio booking. The Cyclorama (cyc) is a sensitive photographic device, to avoid the additional costs and penalties being applied observe the following studio etiquette. Remove your shoes and use the paper shield socks provided when walking on the cyc floor, models shoes to be cleaned and dried. Do not touch the rear wall or the cyc curve. Do not drag light stands or equipment along the cyc surface. Only paper masking tape to be used on the cyc. Not observing these conditions will result in fees being applied to your booking. Excessive footprints and minor surface damage will incur a \$50 repainting fee. The appearance of hand marks on the rear wall or curve will incur a \$150 repainting fee. The presence of foot/shoe marks on the curve or rear wall will incur a \$500.00 resurfacing fee. The presence of any blatantly neglectful behaviour that directly results in the cyclorama being damaged will result in the resurfacing fee being applied. Hirer is responsible for the behaviour of the entire team/persons utilizing the studio at the time of hire.

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 Client 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.

By processing your booking via Zapla, acknowledging this agreement via the appropriate data entry field and completing payment via Stripe; the hirer agrees to all terms and conditions and acknowledges receipt of a complete copy of the Agreement available via the Eclat website. Failure to observe and agree with these conditions, would restrict the hirer being able to process hire at the time of booking.