

Photographer's Hourly/Day Rate Rental Plan Contract:

CandleLight Studio 215
2930 Jasper Street - Suite 201 - Philadelphia PA 19134

Date: _____, 2020

Name: _____

Phone Number: _____

Email Address: _____

Address: _____

City: _____, State: _____ Zip: _____

A. Please Check One:

Rental Total Including One Light/Modifier: \$75.00 per hour _____ Each additional light w/
modifier \$20.00

Up to three hours

Photographer's Rental Contract Description: ___ hours on: (Day/Date) _____

• A 100% non-refundable retainer is due at the signing of this contract.

• Full and Half Day Rentals require 50% retainer and balance due on the calendar day before the scheduled appointment.

• Hair/MUA/Clean-up time will be included in the hours rented. Advised that you schedule your clients arrive when you arrive for the allotted time.

• Half Day (4 hours) \$3000.00 _____ photographers only

• Full Day (8 Hours) \$600.00 _____ photographers only

• Any overages are \$75.00

per hour for each additional hour - up to two hours maximum. Subject to availability of time on the calendar.

• Full and Half Day Rental overages are \$75.00/hour.

• Any appointment late by 30 minutes for any reason risk forfeiting their slot, and no refunds will be available.

• Unused hours/time cannot be banked or for another rental session.

• Overtime hours are billable when you use a fraction of the next hour.

• A Principal partner will be in the studio at all times with all renters.

• All renters MUST carry their own property/business insurance for personal property.

• Please note the expenses associated with your rental, and

price your sessions accordingly. Initial _____

B. Payment Schedule:

A non-refundable 100% rental fee of \$ _____ is due with the signing of this contract.

• All payments are accepted via the client portal, PayPal,

Square, or the CashApp.

\$candlelightstudio215 PayPal.me/candlelightstudio215

• Add on Services, Orders, or Upgrades: Anything not listed in the Hourly Renters contract description is not included in the price. If the renter wishes to add any services, orders, or upgrades after the renter

signs this contract, the modification must be in writing and signed by all parties, and the renter will be assessed additional fees and sales tax for the requested additional services, orders or upgrades.

Initial _____

C. TERMS AND CONDITIONS:

C1: Termination:

1. The studio reserves the right to terminate any contract at any time if any of the Studio Policies are disregarded. Initial _____

2. Rentals are non-transferable and non-refundable. Initial _____

C2. Renter's Privileges:

a. Renter's privileges are determined by the selected packages. This hourly rental has limited access to the use of available props, including but not limited to lighting equipment, backdrops. ALL SESSIONS MUST BE BOOKED NO LESS THAN 24 HOURS OF INTENDED USE. Once you book your session on the calendar, you must pay for your session within 24 hours. Bookings with less than 24 hours notice of request will have a 50.00 premium added to the total balance and must be paid at time of booking as well. We advise that you bring your own triggers and batteries. Ours may not always be available. All other camera bodies, non photographic lighting equipment, computers, lenses, and or memory cards are excluded from this rental contract.

b. Hourly Rental entitles the renter to the use of all areas of the studio during scheduled Photography/Videography session as outlined above based on the hours which the renter has reserved. Subject to the availability of time on the Calendar (Google and /or PickTime). .
Initial_____

c. Principal Tenant is not responsible for damage or loss of any items owned/rented by the renter, or loaned to the RENTER while renter is in, or left in the studio by the renter. Member/ Guests must carry their own property/business insurance for personal property. Renter must have and demonstrate a working knowledge of our equipment. Initial_____

d. Personal liability and property insurance is required and shall be the sole responsibility of any/all Renters. Business Insurance is strongly recommended for personal property. Any Renter who conducts or inaction causes harm or damage to another Renter, including, but not limited to a Partner, structure or property or that of another Renters' and/or authorized guests of CandleLight Studio 215 in whole or part, shall solely be named in the subject of any claims of liability and shall indemnify and hold harmless the Principal Tenant (CandleLight Studio 215 and partners) and/or its Collective Members. No rider of liability is to be assumed or will be offered by the Principal Tenant to the renter in advance or after any events or incidents caused by or as a result of
a member's accident or negligence that may cause harm or damage to any person(s) or property. No rider of coverage will be provided. Initial_____

C3. Reservations:

a. All reservations will be booked online, booked on a first come, first serve basis, and are are "pending" until the required 100% payment is made. A Principal Partner or designer, will always be present at the studio for ALL reserved sessions during the entire scheduled time.
Initial_____

b. Reservation times must be designated as Private or Open at the time that they are scheduled. Private Studio Reservations will be closed to other photographers/ videographers, otherwise, another photographer/videographer may share the space at the same time.
Initial_____

c. Renters and their clients must arrive on time. A thirty (30) minute grace will be given in consideration for all latenesses, and will NOT be slotted on the back end of the rental time, otherwise the renter shall forfeit THAT time and rental fee at the 31st minute at the discretion of the Principal Partner on site.
Initial_____

d. Renters cannot and will not be given an access entry code or keys to the studio for any reason. If the renter should leave anything items in the studio space, they must wait until the next business appointment or wait until a Principal Partner is available. No special provisions will be made.

e. The studio will not be available for reservations if maintenance is taking place until it is completed within the studio, the building that would prohibit entry or safe passage to the studio space, including but not limited to the stair ways, elevators, emergency exits, loading dock, parking areas operated and maintained by the owners or the City of Philadelphia that would restrict or limit access in whole or part.

f. The Studio will be closed in observance of all major holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas. Initial_____

g. If the studio must be utilized on a major holiday or at a time when we are designated to be closed or all Partners are unavailable, ALL fees associated with ALL rentals and times associated with such are double the advertised rate. NO EXCEPTIONS. Initial_____

D. Studio Usage:

D1. The studio must be returned to the original (pre- production) condition at the end of each renters' scheduled session, including the disposal of all trash. Failure to do so could result in a cleaning fee of \$50.00 (or more based on the incident).

Initial_____

D2. The Smoking of cigars, cigarettes, along with the use of alcohol, and/or illegal/illicit drugs are NEVER permitted at any time without exception. Initial_____

D3. All renters shall be responsible for setting up and breaking down all equipment and organizing props and equipment in designated areas that were NOT already in place and returning that which was in place to its rightful position. We are not photographers assistants and will not participate in your shoot without compensation.

Initial_____

D4. All renters agree to take a tour of the studio and are required to have a proper understanding of the equipment prior to reserving time on the calendar.

If any studio equipment, is damaged, the Renter will be responsible for the full cost of repair or replacement of damaged equipment. To schedule a tour, please use this url:

<https://form.jotform.com/CandlelightStudio215/candlelight-studio-215-tour> - Initial_____

D5. No children or guests are allowed unless they are the client, unless other provisions are made in advance and agreed upon in writing.

Initial_____

D6. NO Guests of the Renter may enter into the work space of the studio, and are the sole responsibility of the Renter. Initial_____

D7. All Renter releases/indemnifies Principal Tenant and Partners from any liability whatsoever arising out of any damage, loss, or injury to the renter, their authorized or unauthorized guests, or their property while on the premises of, or using any equipment owned by, CandleLight Studio 215. All RENTERS shall be held fully liable, indemnifying and holding harmless the Principal Tenant (CandleLight Studio 215) and its Partners, for any damages, loss, or injury caused or incurred by the renter or their (un)authorized guest(s).

Initial_____

E. Rental Termination:

E1. Should there be any breach under this agreement, CandleLight Studio and its Principal Partners reserve the right to terminate this rental contract at any time. It is agreed that the prevailing party shall be entitled to, but not limited to reasonable attorney's fees costs incurred as a result of any action or proceeding under this agreement. Retainers or deposits will not be refunded. Initial_____

E2. All Renters agree to email, text or call any Principal Partner of CandlelightStudio215@gmail.com (215) 605-7574 - when canceling or making changes to their reserved studio time. Use of ANY social media platform is not an acceptable form of communication in this matter, for it is not our norm for ALL business matters. No refunds are ever given.

F. Principal Tenant Privileges and Limitations:

F1. The Principal Tenants and Partners retains the ownership of all studio improvements , contents and communal studio items purchased by the Principal Tenant and Partners.

However, items purchased by and brought into the studio space by any Renter, are his/her own personal property and cannot be claimed by the Principal Tenant unless, the Renter has a balance due, leaves them in our space for more than fifteen (15) days after the termination or end of the term of the renters' contract, OR If the renter has caused damage to ANY item within or owned by the principal tenant and/or partners and has failed to pay any fees or balances for failing to return any items to their original space or state. Initial_____

F2. CandleLight Studio 215 is a legal business entity separate from the location within and the structure where the studio is located, which in no way entitles any Renter to claim ownership of items owned by the Principal Tenant and or Partners (within CandleLight Studio 215) or to claim income from any ventures that arise from the CandleLight Studio 215 as an entity. (This is not a partnership agreement). Initial_____

4. Amendments the Principal Tenant and/or Partners, may amend this agreement as necessary at any time without notice. Renter shall be notified in writing at least 3 calendar days after such amendments are made, whenever possible or as time permits.

Initial_____

BY SIGNING THIS CONTRACT, ALL PARTIES AGREE TO ALL TERMS AND CONDITIONS AND PROVISIONS SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO THE NON-REFUNDABLE RETAINER AND ALL OTHER PAYMENTS MADE.

Renters Printed Name

Renters Signature:

_____ Date: