

STUDIO TERMS & CONDITIONS

The following Terms & Conditions form an integral and material part of the Studio Rental Agreement, and by executing the Studio Rental Agreement all renters acknowledge, accept and agree to each of these Terms & Conditions.

TERMS AND CONDITIONS

Studio Use

The studio location is to be used for the purpose of a photographic studio, including such activities as usually are necessary and incidental to such use. Evalimi Photography Solutions shall have the right to inspect the Basic Equipment, Extras, if any, and/or studio at any time during the rental period. You shall make any and all arrangements necessary to permit an employee of Evalimi Photography Solutions to access the Basic Equipment, Extras and/or studio.

General Rules & Regulations

1. At the end of the studio rental, all trash must be placed in the trash can and the floor must be broom-swept.
2. Absolutely no smoking is permitted in the studio or outside the entrance of the studio when the door is open.
3. All personnel who enter the studio location must sign a Liability Waiver. You are responsible for having everyone sign a Liability Waiver and provide the original to us prior to entering the studio location. You may invite guests, patrons, clients, contractors or other third parties into the studio location only during your reservation time, including overtime, and while the studio is open.
4. All models must be of legal age and any minor must have the parents' written consent with them during the use of the studio.
5. Nude or pornographic pictures are not permitted.
6. No Basic Equipment, Extras, props or other equipment of Evalimi Photography Solutions may be removed from the studio at any time. Renter is responsible for any and all damage or loss incurred during the rental period.
7. Renter may not leave studio unattended. If the Renter must leave the premises, a manager or employee of Evalimi Photography Solutions must be called into the studio before the Renter may leave. In that event, the manager or employee of Evalimi Photography Solutions may lock up the studio until the Renter returns.
8. No alteration may be made to any studio without the prior written consent of Evalimi Photography Solutions.
9. Renter may not sublease or assign their rental period(s) without the prior written consent of Evalimi Photography Solutions,.
10. The studio is available, by appointment only, Monday through Saturday from 10 am to 10 pm. Our office hours are 9:00 am to 5:00 pm Monday through Friday.

11. If Renter violates any provision of the Rental Agreement, Evalimi Photography Solutions has the right to revoke access to the studio, Basic Equipment, and/or Extras without any liability to you, and without prejudice to Evalimi Photography Solutions' right to receive or retain payment due or accrued, including on the date of revocation.

12. Evalimi Photography Solutions reserves the right to cancel your rental period at any time in our sole discretion for breach of Studio Policies, Studio Rules, misuse of any equipment or for any other reason. If such cancellation is the result of no fault of Renter, Evalimi Photography Solutions will promptly payments made by Renter for such cancelled services.

Rates and Charges

Rental fees are payable in advance pursuant to the Rental Agreement and/or Invoice provided to the Renter. Evalimi Photography Solutions' published rates are subject to change at any time without prior notice. Additional charges may be assessed for any studio period(s) added to the reservation, for cleanup after the reservation, and for technical support for the operation of studio and equipment.

You may not enter the studio before full payment is made and before your rental period begins, unless you have prior written authorization from Evalimi Photography Solutions. You may schedule and purchase overtime and pre-entry rates for setup, breakdown and cleanup as long as the time is not already reserved. Unscheduled overtime shall accrue according to the rates described in the Studio Policies.

The rental rate due shall be that set forth in the Rental Agreement. The completed Rental Agreement and Liability Waiver must be signed and returned to Evalimi Photography Solutions before any studio time will be reserved. Canceled orders will be subject to Evalimi Photography Solutions' then current cancellation charge. No refunds will be made for equipment delivered to but not used by the Renter. Renter shall pay all taxes, transportation charges, duties, broker's fees, bonds or other costs imposed on the rental of the studio or equipment if applicable.

Multi-day Purchases

Multi-day purchases come with certain restrictions. All terms and conditions such as cancellations, overtime, extras and other issues apply to Multi-Day Discount Package Rentals. Absent prior agreement, additional days purchased after submitting the Rental Agreement will be charged at the regular day rate,. Evalimi Photography Solutions does not guarantee that you will be able to secure studio time on the date(s) and time(s) you wish on any Multi-Day Discount Package Rental. You must reserve your desired day(s)/time(s) far enough in advance to ensure your access to the studio when you need it. All studio time is scheduled on a first come-first served basis. Your purchase of a Multi-Day Discount Package does not give you priority over the previously schedule reservations of other customers. All time purchased on Multi-Day Discount Packages must be used within 12 months of purchase date. No refunds will be given in the event you do not use all of the time purchased on Multi-Day Discount Packages due to studio unavailability or any other reason.

Late Payments

Unpaid account balances outstanding for 30 days or more shall be considered past due. Past due accounts shall be charged interest at the rate of 2.5% per month from the date rental charges were incurred. Any discounts may be revoked on any past due account, and Renter agrees to pay full price for services provided. If Evalimi Photography Solutions uses a third party for collection of any amount past due, Renter is responsible for all collection costs, attorneys' fees and court costs.

Certificate of General Liability Insurance

All parties who enter the premises must sign a Liability Waiver and Release. In addition, Evalimi Photography Solutions reserves the right to require additional insurance under certain circumstances. Such additional insurance requirements are shown on your Studio Rental Agreement. In such event, you shall provide a Certificate of Insurance, naming Evalimi Photography Solutions as an additional insured prior to the rental period. Your liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Your insurance policy must have, at minimum, Commercial General Liability of \$1,000,000 per occurrence and annual aggregate and rented or leased equipment insurance covering all risk of loss to the equipment at replacement cost value plus any continuing rental charges at the same rate set forth on this Studio Rental Agreement (such payments to continue until the date of receipt of the replacement cost by Evalimi Photography Solutions).

Indemnification

You agree to indemnify and hold harmless Evalimi Photography Solutions and its owners, employees and agents from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including reasonable attorneys' fees and costs, arising from the use, condition (including, without limitation, latent and other defects) or operation of all equipment and/or studio,. This indemnification shall continue in full force and effect during and after the rental period for such causes arising during the rental period.

Damage and Losses

Renter acknowledges that when the equipment is delivered to the Renter, the Renter will have examined the equipment prior to use and found it to be in good working order. Renter hereby agrees to and shall pay for the actual cost to repair or replace any equipment lost, stolen, or damaged from any cause whatsoever (other than from a malfunction to which Evalimi Photography Solutions' limited warranty applies or ordinary wear and tear). Renter assumes any and all risk of loss once Renter takes possession of the equipment in the studio, until such time as the equipment is in the exclusive control of authorized Evalimi Photography Solutions employees. Renter shall also be liable to Evalimi Photography Solutions for any continued rental rates during the time reasonably required to repair or replace damaged equipment, to the extent Renter is responsible for such damage or loss. Renter shall be liable to Evalimi Photography Solutions for the full replacement cost of all equipment which must be replaced as a result of damage, loss or the Renter's failure to return the equipment to the exclusive control of Evalimi Photography Solutions. The liability of Renter hereunder is primary and shall only be reduced in the event and to the extent Evalimi Photography Solutions actually receives any applicable insurance proceeds. Acceptance of the return of any equipment shall not be deemed a waiver by Evalimi Photography Solutions of any claims which Evalimi Photography Solutions may have against the Renter under this paragraph, even though any damage for which the Renter is liable hereunder is discovered later.

Equipment Limited Warranty

Evalimi Photography Solutions warrants that, when delivered to the Renter, all equipment will be operational for its intended purpose. In the event of a malfunction, Renter must notify Evalimi Photography Solutions immediately. Evalimi Photography Solutions will not be responsible for any malfunction reported after termination of the rental period. Renter shall not attempt to service or repair any of the equipment and any attempt by the Renter to service or repair the equipment will void the limited warranty provided herein. The limited warranty provided herein shall not apply to any malfunction resulting from mishandling or improper operation of the equipment after delivery to the Renter. Evalimi Photography Solutions shall have no liability arising out of the Renter's inability to operate the equipment in accordance with manufacturer's instructions and contemplated use. Except as set forth herein, Evalimi Photography Solutions makes no warranty with respect to the equipment and expressly disclaims any warranty, implied or otherwise, that the equipment is suitable for the Renter's intended use. Evalimi Photography Solutions shall not be liable for any consequential damages, and its liability for any breach of the warranty granted hereunder shall be, in

Evalimi Photography Solutions' sole discretion, replacement or repair of any defective equipment or a refund of any rental deposit or rate paid by the Renter in connection with such equipment.

Miscellaneous

1. **Entire Agreement.** This Studio Rental Agreement, including these Terms and Conditions, and the Liability Waiver contain the complete agreement between the parties with respect to the transactions contemplated hereby and supersede all prior agreements and understandings among the parties with respect to the transactions contemplated by this Agreement.

2. **Severability.** If any provision of this Studio Rental Agreement is held to be illegal, invalid, or unenforceable, that provision shall be fully severable, and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision were never a part of the Agreement; the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

3. **Successors and Assigns.** This Studio Rental Agreement and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Attorneys' Fees.** In the event of any action or proceeding to enforce a term or condition of this Studio Rental Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision herein or any action or proceeding in any way arising from this Studio Rental Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

5. **Governing Law, Venue and Jurisdiction.** This Studio Rental Agreement shall be governed by the laws of the State of California. All suits, proceedings and other actions relating to or arising out of this Studio Rental Agreement shall be submitted to the jurisdiction of the courts of the State of California, and proper venue shall be Placer County, California.