

TERMS & CONDITIONS / STUDIO RULES

As a condition of the above named RENTER renting studio facilities and equipment of the Orchard Studios LLC, the RENTER hereby freely, voluntarily, and without duress executes the Release and Waiver of Liability under the following terms:

1. INDEMNITIES AND HOLD HARMLESS

The undersigned Renter, on his/her own behalf of his/her heirs, next of kin, executors, administrators, personal representatives, and assigns, does hereby agree:

a) to waive all claims that the Renter may have now or in the future against Orchard Studios LLC, its employees, directors, officers, insurers, agents, successors, and assigns of Orchard Studios LLC with respect to the above mentioned rental, including, but not limited to, claims arising as a result of equipment malfunction or failure, accidents, falls, or any other damage(s)/accidents or any other cause while on the premises of Orchard Studios LLC;

b) to release and forever discharge the Released Parties from all liability for personal injury, death, property damage or loss resulting from the rental due to any cause, including, but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract, mistake(s), action, lack of action, or error of judgment on the part of Orchard Studios LLC owners and/or staff;

c) to be liable for and to hold harmless and indemnify Orchard Studios LLC, its ownership, and staff from all actions, proceedings, claims, damages, costs, demands, including hospital costs, court costs, arbitration or legal fees, and liabilities of whatever nature or kind arising out of or in any way connected with the rental or any behavior exhibited during the rental session at Orchard Studios' facilities.

Renter agrees to hold Orchard Studios, its agents or owners, representatives, and anyone acting on behalf of Orchard Studios completely harmless from any responsibility, action, legal or otherwise, that results from Renter's (or anyone related to the Renter's party) actions and conduct. Additionally, Renter agrees to indemnify and hold harmless Orchard Studios, of any liability or responsibility for Renter's, or any of the Renter's associated party, behavior and conduct towards another person at any time while on Orchard Studios' property or general area of Orchard Studios' facilities.

2. MINORS

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. Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying Renter while on our premises. Orchard Studios has no responsibility to determine or verify the age of participants in the Renter's activities.

3. ACCEPTANCE OF RESPONSIBILITY

The Renter hereby accepts and assumes all responsibility for all risks associated with and/or resulting in his/her use of the premises and equipment (THIS INCLUDES ALL PERSONS ASSOCIATED WITH THE RENTER, INCLUDING BUT NOT LIMITED TO RELEVANT GUESTS, MODELS, ASSISTANTS, PHOTOGRAPHERS, OR FRIENDS). The Renter freely accepts these risks and agrees to the terms of the Release, even if Orchard Studios is found to be negligent or in breach of any duty of care or any obligation to the Renter.

The Renter agrees responsibility for any loss (in the amount solely determined by Orchard Studios ownership) or damage to the studio; equipment on premises of the business resulting from the Renter's same (except for normal wear and tear). The Renter agrees to pay the costs of repair or replacement for any such loss or damage within 48 hours of a claim from Orchard Studios to the Renter.

Use of Black Goose Studios' facilities and 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 scheduled booking, be they in our studio or elsewhere. This includes parking tickets, claims of personal abuse, or all other violation or citations, and legal action resulting from the conduct of the studio booking, taken at whatever time. Renters are solely responsible for the safety and well-being of any models, production assistants, or any other personnel accompanying Renter or engaged by Renter.

4. AGREEMENT TO 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 American Arbitration Association. This arbitration will take place in Austin, Texas. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of arbitrators of the American 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. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.

Terms of Use

The Renter (as the customer of Orchard Studios) assumes responsibility for yourself and any other individuals who enter the rented studio space during your designated time and agree to follow the rules and regulations of Orchard Studios. You also agree that your credit card will be billed for any charges resulting from your usage of the facility, which includes but is not limited to missing gear upon checkout, negligence that results in the gear or the studio being damaged, or any overage in time. Scratches/dents to photography lights or other equipment will result in a minimum damage fee of \$50. Please make sure to advise your crew to be careful. For those persons associated with renting the photography studio, including the booking customer and/or anyone with the booking customer's party, dirty/damage more than the allotted 4ft. of seamless paper, the booking customer may be billed \$1.50 per linear foot if deemed as an appropriate charge by Orchard Studios staff and/or management.

MINORS:

If you are under eighteen (18) years of age, the parent or legal guardian who executes this agreement on your behalf agrees that both you and the parent or legal guardian shall be subject to all the terms and conditions set forth in this agreement. *No minors are allowed in the photography studio. If you violate this policy, not only are you subject to being barred from future use of the studio, but are also hereby notified that you assume full liability for any and all litigation outcomes associated with photography of a minor. Orchard Studios is not liable for violation of this policy.

RULES AND REGULATIONS:

1. Studios must be vacated on time. Set-up, breakdown, cleanup, pack-up are all included in the reserved time that was scheduled and agreed to. Overtime fees are \$100/hr and are billed in 15 minute increments. (For practical purposes, this means that if you are in the space from 16 to 30 minutes beyond your allotted time, your credit card will be billed an additional \$25.00 in late fees. 31 to 45 minutes over will incur a fee of \$50.00, etc...)

2. At no time are customers to engage in any kind of unlawful activities while on the premises of Orchard Studios.

3. All customers and related parties must read and take notice of on-site signage, staff instructions, and be kind to all other customers.

4. Any minor incidental damage incurred to the property of Orchard Studios during the normal course of use is something that happens from time to time and the customer will not be held liable. However, if damage occurs due to deliberate acts, carelessness, or unwarranted behavior, the customer's credit card will be charged for the damage even if the cardholder did not personally damage any property. The cardholder is responsible for the entire party that accompanies the cardholder. If the credit card on file is not able to be charged for any reason, you hereby authorize other means of collection. Minimum repair is \$50.

5. Cancellations to your reservation made with less than 24 hours' notice will be charged in full. Consecutive cancellations (twice or more in a row) will not be refunded or credited.

6. Please leave the studio as you found it...if cleaning/re-organizing/adjusting is necessary to return the studio to its original state, you may be charged a \$25 cleaning fee. Smoking is not permitted inside the facility.

7. The equipment provided in each studio is printed out on a laminated form in each studio. All of the equipment provided is accounted for before and after each customer session. If anything is missing, the booking customer will be charged the retail "new" value for that item. Each studio has a form for the customer to review the inventory at the start of their session at Orchard Studios. It is the customer's responsibility to notify Orchard Studios of any missing inventory/equipment before the session starts otherwise the customer is held liable for any missing equipment/inventory at session end.

8. Please also note that Orchard Studios' facilities are private spaces; however, there are security systems in place that include cameras. Camera contents are never broadcast, shared, or used in any other way than to provide risk management for Orchard Studios' assets, employees, and customers. Your privacy is just as important to us as your safety and Orchard Studios agrees to this promise of privacy. You and any associates that are with you as the "booking party" are hereby notified of these security systems. Tampering or in any way manipulating security system equipment may result in criminal charges.

9. FORCE MAJEURE: Neither party shall be liable to the other party for failure or delay to meet any obligation under the terms or conditions of this Agreement when such a claim is attributable to causes by greater force, clearly beyond that party's control and not a consequence of that party's fault or negligence, or when the reason for said claim could be avoided by the exercise of due care by that party.

10. If a representative or group should violate any items of this agreement, Orchard Studios staff will have the right to terminate their occupancy immediately as well as deny them services in the future.

11. Orchard Studios staff shall have the right to inspect the equipment and/or studio at any time during the rental term. You shall make any and all arrangements necessary to permit an employee of Orchard Studios access to the equipment and/or studio. If a breach of any of the provisions of the Rental Contract occurs, Orchard Studios has the right to revoke your access to the equipment and/or studio without any liability to you, and without prejudice to Orchard Studios.