



Terms & Services Acknowledgement

We can hold dates for you with the payment of a 50% deposit. This deposit is refundable and due at time of booking. Any remaining balance and additional charges will be charged when you wrap your shoot. If you have a date on hold and someone else requests the same date, we will contact you to confirm your booking and your deposit will become non-refundable.

If you cancel with a minimum notice of 7-business days prior to reservation we offer a 100% refund. If you give notice of 72hrs we will refund 50%. Cancellations within 72-hours will receive no refund.

We accept American Express, Visa, Mastercard or PayPal. We will accept checks with prior approval. If paying by credit card please e-mail completed Credit Card Authorization form to barndoor@hawgfly.com. If you would like to pay via PayPal we will send you an online invoice for payment.

Your rental time period includes load in and out, shooting and striking of your set. If you extend past your reserved time period you may be charged an additional hourly fee.

Proof of Liability Insurance may be required at the time of rental. Insurance must list Hawgfly Productions, Inc. as the Additionally Insured.

Terms and Conditions

Please provide the following prior to rental of studio:

1. Payment prior to Rental load in (Deposit with Credit Card authorization form)
2. Signed Studio Rental Agreement
3. Photocopy of Renter's Driver's License
4. Signed Liability Waiver and Releases for all persons who will be in attendance at the Studio
5. Certificate of General Liability Insurance (may be required)

If we find it necessary to require General Liability Insurance the following minimums will apply:

1. Commercial General Liability deemed primary and non-contributory
2. \$1,000,000 Per Occurrence and Annual Aggregate
3. Must name Hawgfly Productions, Inc., as an additional insured

Hawgfly Productions, Inc., shall have the right to inspect the equipment and/or studio at any time during the rental term. The premises are to be used for the purpose of a photography studio, including such activities, as are necessary and usually incidental to such use. You shall make any and all arrangements necessary to permit an employee of Hawgfly Productions/Barn Door Studio access to the equipment and/or studio. If a breach of any of the provisions of the Rental Contract occurs, Hawgfly Productions has the right to revoke your access to the equipment and/or studio without any liability to you, and without prejudice to Hawgfly Productions, Inc., right to receive rent due or accrued to, including date of revocation.

Rental rate is payable according to the terms contained on Hawgfly Productions/Barn Door Studio Agreement and/or Invoice to the client. Hawgfly Productions/Barn Door Studio published rates are subject to change without notice. Hawgfly Productions/Barn Door Studio may assess an additional charge for any studio time added to the reservation, for cleanup after the reservation and for technical support for the operation of studio and equipment. Canceled orders will be subject to Barn Door Studio's then current cancellation charge. No allowance will be made for items delivered to but not used by client. The Client shall pay taxes, charges, fees and/or any other costs imposed with the direct result of the rental.

Hawgfly Productions, Inc./Barn Door Studio Agreement

By engaging to rent Barn Door Studio (herein after referred to as the "Company") you, the undersigned (herein referred to as the "Renter"), hereby state that you have read, fully understand and agree to be bound by the following terms and

Renter's date will not be held until payment is received and cleared (deposit). Renter will receive a full refund if a cancellation occurs 7 business days prior to the reserved date. Renter will receive a 50% refund if a cancellation occurs 72hrs before the reservation. There is no refund if a cancellation is made 72hrs or less prior to the reservation date. Credit Card Authorization for the rental must be received before Renter's reserved time begins. Company reserves the right to refuse reservations at its sole discretion.

Renter's booking begins promptly at the designated starting time and ends promptly at the designated ending time, no exceptions. Pre-light or any set up and tear down including clean up, must be completed within the rental period.

Half-day rental periods are 6 hours. Full day rental periods are 12 hours. Overtime will be calculated in increments of 30 minutes beyond the contracted end-time of the rental period when renter is either still using or cleaning up the studio space. OT is based on the scheduled booking. Holds are first come, first serve. However, if a hold is challenged by another booking we will give one courtesy call to the previous holder. If we are unable reach the holder on the first try, the hold will be given to the booking client.

All repairs / replacements will be done at cost. A cleaning charge of \$100/hour will be assessed in the studio if not returned to original condition. Please remove your left over set dressing and props. They must be removed or we can dispose of them for a fee of \$75. A production and

coordination fee of \$250 may be applied for coordination of rental delivery and set-up. This includes delivery/return of equipment and supporting material needed for the day of your shoot.

Use of our studio and our 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, all other violation or citations, and legal action resulting from the conduct of the studio booking, taken at whatever time.

Renter agrees to hold harmless Hawgfly Productions/Barn Door Studio, 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, production assistants, or any other personnel accompanying Renter or engaged by Renter. Renter understands that if the Company observes dangerous or negligent practices Company reserves the right to stop the shoot and require Renter and Renter's party to leave immediately — However, Company assumes no responsibility for such acts. Renter agrees to hold Hawgfly Productions/Barn Door Studio, 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 a Company representative may be present in the studio at all times Renters are using it.

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. The Renter agrees to pay for any repair costs of equipment or furniture that they have damaged the day of the rental, cash or major credit card only. This includes the renter's assistants, employees, and guests. The Renter is the sole responsible person to handle satisfaction of such claims the day of use.

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. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$200.

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 Texas shall govern this.

The parties have read both this entire Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Client below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

I hereby acknowledge that I have read and accept the terms of Hawgfly Productions/Barn Door Studio's Rental Agreement Terms and Conditions.

Renter's Signature

Printed Name

Title

Phone

Email