



OFFICIAL FOTO, LLC

Rental Terms

"Company" is Official Foto, LLC, "Renter" is the person/ persons renting the premises or equipment.

Rates

Rental Rates are set by the most current version of the rental rate sheet in effect at the time of signing.

Payments & Fees

All rental fees must be paid to book studio rental and/or equipment/add ons at the time of booking. Fees for additional equipment/add ons and/or rental time that were not billed during the initial booking will be due at the end of the rental period. Additional equipment/add ons and/or rental time are not guaranteed available unless Renter receives consent from the Company prior to use. Additional rental time is billed in half hour increments at \$30 each. Additional equipment/add ons are subject to fees listed on Company's price sheet.

Cancellations and Reschedules

Cancellations of confirmed bookings will result in the following:

Company Cancellation:

If the Company must cancel the Renter's reservation, Renter will be given, in Company's sole discretion, either rescheduling priority or full refund. Company is not liable for acts out of its control that affect the rental, such as building equipment failures, power outages, weather, outside noises or other emergencies.

Renter Cancellation and Reschedule:

Cancellations require at least a 48-hour notice to receive full refund. No refund is given for less than 48-hour cancellation notice.

If cancellation is made more than 48 hours prior to the booking date/time, the session can be rebooked within five days within the company studio calendar. No refund is given if Renter fails to reschedule within the allotted five days.

There is no rescheduling fee with at least 48-hour notice which original payment will be applicable to rebooking. If rebooking is less than original payment and falls within the 48-hour reschedule/cancellation notice, a refund will be given for the difference in fees. No refunds are given for cancellations less than 48 hours.

Rental periods are pre-arranged at the time of booking. Renter's rental time begins promptly at the prescribed starting time and ends promptly at the prescribed ending time. Rental time includes setup and tear down so Renter is responsible for time management when booking and during the rental. Studio must be vacated by the end of the rental period. No prior drop-off and/or pick-up after completion of shoot, of equipment, props, etc. unless negotiated prior to booking, which consent is based on Company's sole discretion. Any renter that goes 15 minutes past the original end time of their booking will be charged an additional half hour. Use of any add ons are subject to additional rental fees. Renter must get Company's consent to book additional time and/or add ons prior to use

Cleaning and Trash

Renter agrees to leave premises and all contents in the same condition as they were when renter arrived. Company will dispose of trash collected in the supplied trash cans. Renter is responsible for discarding and removing all items brought by the Renter that do not fit in the trash cans provided by the Company prior to vacating the premises. Additional cleaning fee may be applicable at the Company's sole discretion for excessively dirty studio, which will be due upon receipt at the end of the rental period.

Studio Guidelines

No smoking whatsoever is allowed in the facility. Projects involved with smoke must get Company consent prior to booking, which consent is at the Company's sole discretion. If Company consents to the use of smoke, a cleaning fee may be applicable, due prior to booking.

No weapons of any kind are allowed on and/or around the premises at any time.

No one will be admitted who is under the influence of alcohol, drugs, or illegal substances. Alcohol, drugs, and illegal substances are not permissible on or around the premises.

No pets and/or animals allowed without prior consent of the Company, which consent is at the Company's sole discretion. If Company consents to pets and/or animals on the premise, a cleaning fee may be applicable, due prior to booking.

All small and/or hard to clean material such as but not limited to glitter, confetti, hair cutting, feathers, food products, body paint, etc. require prior approval from the Company. If Company consents to the use of small and/or hard to clean material, a cleaning fee may be applicable, due prior to booking.

Music must be kept at reasonable levels.

Booking agreement allows for a maximum of 10 people in Renter's party. Additional fee of \$5 per each person over the limit will be applicable and due upon receipt prior to vacating the premises. Maximum number of 15 people are allowed at one time.

All ages are allowed. Anyone under the age of 18 years old must be accompanied by an adult.

Waiver of Liability

Use of Company's premises and equipment is at Renter's risk. Renter hereby agrees that Company will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to Renter, his party or possessions while on the premises. All persons and activity on Company's premises may be video recorded for security usage in accordance with the law.

Conduct

Official Foto, LLC takes pride in the fact that we maintain a clean and professional working environment. Renter shall be solely responsible for the conduct and welfare of all persons accompanying Renter while on company's premises. Renter agrees that a Company's representative will be present and has access to the entire premises at all times. If the representative observes or otherwise becomes aware of dangerous, pornographic, illegal or negligent practices or activities, the Company's representative reserves the right to stop the shoot and may require Renter and Renter's party to leave immediately. In such case no refund will be given for unused time and/or add ons. However, Company and its representatives assume no responsibility to act in such cases.

Company agrees to provide equipment/add ons in good working order but makes no special guarantees as to suitability to the Renter's purposes. Renter shall notify company immediately of any malfunction, damage or other issues with the equipment/add ons.

Damage

Renter shall be solely responsible for any damage to Company's property or equipment/addons that occurs during the time the Renter or their party occupies the premises. A nonrefundable damage fee will be applicable and due immediately at Company's sole discretion. If damage exceeds amount of damage fee, Renter agrees to pay additional repair costs to bring damaged property, equipment and/or add ons back to working condition. Renter agrees to pay for damage to the premises including spills, excessive wear, marks or stains on furniture and makeup station.

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 within the state of Arizona. 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. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Miscellany

All signing parties shall comply in all respects with all federal, state, county, city, or other local laws, regulations and ordinances and all rules and regulations of any governmental authority, in connection with this Agreement. This Agreement incorporates the entire understanding and agreement between Company and Renter. 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 Arizona shall govern this Agreement. The following signatures constitute a legal and binding Agreement between Renter and Company.

Renters Signature _____ **Date** _____

Company Representative Signature _____ Date _____

Renter Print Name

Company Representative Print Name _____ **Date** _____

Business Name

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Address

City, State, Zip

Phone Number

Email