



SHOWBIZ STUDIOS, INC.
15521 Lanark Street, Van Nuys, California 91406
tel: 818.989.7007 fax: 818.989.8272

RENTAL AGREEMENT

This Studio Rental Agreement, dated _____ is made by and between ShowBiz Studios, Inc., a California corporation whose address is 15521 Lanark Street, Van Nuys, California 91406 ("Studio") and _____, whose address is _____ ("Lessee").

RECITALS

Lessee wishes to use Studio's Stage___ facilities, equipment and personnel for a production for which the working title is _____ ("Production"). Studio is willing to permit Lessee to do so on the terms in this Agreement. Accordingly, the parties now agree as follows:

AGREEMENT

ARTICLE 1 - USE PERMISSION

1.1. Studio grants Lessee an exclusive license to use Studio's premises at the above location for the sole purpose of the Production, for the term and basic fees shown below:

Term	Basic Fees	
Stage		
Stage OT		
Power (estimated)		
Stage Manager		
Stage Manager OT		
	Including AC, parking, offices, dressing rooms, conference room, wardrobe, hair & makeup, kitchen, and WiFi.	
Total		

1.2. In consideration of the Basic Fees listed above, Lessee will have the right to utilize the power, AC, dressing rooms, stage manager, Internet, & parking, but not the phone bill, copier, and production equipment/supplies. Lessee may request, and Studio may make available additional services, equipment, and utilities according to customary rates provided in good faith and reasonable diligent manner by Studio. Studio is not required to make such additional services/equipment available and if chooses not to, will notify Lessee.

1.3. Studio may require Lessee to accept and pay for security, fire protection and other ancillary protective services as Studio deems reasonable and necessary, according to rates provided by Studio, upon reasonable advance notice, although Lessee will have the option and right to contract for such additional services with an outside company, should it desire to do so.

1.4. Studio grants Lessee the exclusive license during the Term to occupy the Premises for production of the Production. Lessee may as reasonably necessary for the Production: (i) bring employees, agents, vehicles, equipment and materials onto the Premises; (ii) construct sets and props on the Premises; (iii) photograph the Premises and all its signs, structures, interiors and exteriors; and (iv) conduct appropriate production activities on the Premises. Before the Term, Lessee employees may inspect and photograph the Premises to prepare for production without additional charge.

1.5. Lessee shall be the sole owner of all right, title and interest in and to the Production, including, without limitation, all photographs, film, video and audio recordings made hereunder (collectively, "Recordings"), in any and all media, whether now known or hereafter devised, throughout the universe in perpetuity, and shall have the right to reproduce, exhibit, advertise, license and exploit all of the Recordings made hereunder in connection with filming on Premises (including and any and all of Studio's marks, tradenames, logos, etc. appearing thereon), including, without limitation, the right to use or authorize the use of any portion(s) of the Production containing the Recordings in connection with the exploitation of any allied, ancillary or subsidiary rights with respect to the Production. Lessee may depict the Premises as Lessee chooses, using actual names, signs or features on the Premises. Lessee may construct sets duplicating the Premises for scenes, retakes or promotions. Lessee will not be obligated to use any photography or recordings of the Premises. Studio specifically acknowledges and agrees that it shall not have any right, title or interest in the Production or any element thereof or rights relating thereto.

ARTICLE 2 - PAYMENT AND SECURITY DEPOSIT

2.1. Amounts are due and payable to Studio pursuant to Section 1.1 without need for any invoice or additional request (provided that if the power estimate in Section 1.1 changes, Studio shall notify Lessee promptly upon such change), for Sections 1.2 and 1.3 Studio must provide invoice. However, Studio may choose to

provide periodic invoices to Lessee. Invoices will state any additional charges that Studio has identified and which have been approved by Lessee as set forth below. The amount stated in each invoice is due and payable with 30 business days of receipt. If amounts due are not received by Studio within 30 business days after delivery of the invoice, then Lessee shall pay an overdue charge equal to one and one-half percent (1.5%) per month of the total amounts past due, or the highest charge permitted by law, whichever is lower. Any charges above these listed in 1.1., must be approved in advance by the UPM.

2.2. Lessee must pay Studio _____ on signing this agreement, and _____ on _____. Any adjustments will be discussed and added to or deducted from these payments at the end of this lease.

ARTICLE 3 - PRODUCTION SCHEDULE AND NOTICE

3.1. Normal Studio operating hours are Sunday through Saturday, 12 hours per day, excluding holidays. Lessee will be charged according to the then current Studio rate schedule for use of facilities and services outside these hours, but in no event more than the amounts (pro-rated if necessary) under Section 1.1.

3.2. Lessee must keep Studio reasonably informed in writing of Lessee's planned production schedule from set-up through completion of disassembly and departure from the premises, provided that inadvertent failure to notify Studio of any changes shall not be deemed a breach hereunder. Delay in production, scheduling or otherwise does not excuse Lessee's obligation to pay all amounts due to Studio unless mutually agreed by the parties.

ARTICLE 4 – USE OF PREMISES

4.1 Lessee shall use the premises only for the purposes stated in this Agreement. Lessee must conduct itself and require all persons associated with Lessee to conduct themselves courteously and with respect for the rights and sensibilities of neighbors, and others and for all property. Lessee must take all reasonable action needed to preserve and protect all property of Studio.

4.2. Lessee must comply, and cause all persons associated with Lessee to reasonably comply with all rules, regulations and procedures established by Studio, and provided to Lessee. Studio is responsible to Lessee for non-performance of any rules, regulations or procedures by any person under their control or authority.

4.3. Lessee must not engage in or permit any pyrotechnics, open flames, use of flammable materials, smoke effects, discharge of firearms, dangerous stunts, or other dangerous or hazardous activity, nor engage or permit any offensive or adult oriented activities, without first informing and obtaining consent (which shall not be

unreasonably withheld) from Studio and complying with all applicable laws and permit requirements regarding that activity. Consent by Studio may be withheld after good faith review and determination. If Studio denies a request it must inform Lessee immediately and as to the reason. Lessee must ensure that properly licensed persons oversee all aspects of any such activity. Lessee must not knowingly engage in or permit any illegal activity.

4.4. Lessee acknowledges that the premises and facilities are satisfactory and in a safe condition. Studio represents and warrants that the Premises is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Studio is or should be aware except those of which Studio has notified Lessee, and additionally Studio represents and warrants that Studio is responsible for maintaining the condition of all common areas. No additional representations or warranty is made by Studio as to the condition or state of repair of the premises or facilities, other than those made herein.

4.5. Lessee must not make any permanent alterations to the premises without Studio's prior written consent. Alterations include any structural change, such as, without limitation, removal or cutting of doors, walls, ceilings, sound proofing, or changes to joists, girders or supports of any kind whatsoever.

4.6 Lessee acknowledges the existence of parking restrictions in the surrounding community, and that vehicles improperly parked could be cited and/or towed away at the owner's expense. Lessee shall be solely responsible for matters pertaining to parking outside of Studio's premises, however Studio will make available to Lessee the parking facilities of Studio for the Production.

4.7. No animals are allowed at the Studio unless they are in Lessee's production. Show animals must be caged or leashed and accompanied by a licensed owner. No animals shall be allowed to remain at the premises overnight.

ARTICLE 5 - RISK MANAGEMENT PROVISIONS

5.1. Studio will not be liable for failure or interruptions in utility services, street blockage or other interference with access to the Studio, noise or other conditions or incidents in the neighborhood outside of Studio's control. Interference due to Lessee's employee protest, work stoppage, union picketing or other disruption related to the Production does not relieve Lessee's obligations under this Agreement.

5.2. Some Studio equipment, such as fire safety equipment, will be made available at no additional charge. Lessee assumes and shall bear the risk of loss and damage to any equipment from any and all uses whatsoever under it's control. If Studio determines that any equipment is lost, stolen, destroyed or damaged beyond repair by lessee, Studio must first give notice and opportunity to dispute

before any charge, and Lessee must pay Studio, the full replacement cost for comparable item, not new, unless item is new.

5.4. During the Term, Lessee shall at Lessee's cost, obtain and maintain at all times liability insurance and broad form property damage insurance with a combined single limit of bodily injury and property damage liability of at least one million dollars (\$1,000,000.00), insuring against all liability of Lessee and persons associated with Lessee relating to use, possession or occupancy of the Studio. During the Term, Lessee shall also maintain adequate workers compensation insurance as required by law. All insurance shall name Studio as additional insured and shall state that the insurer will not cancel or modify the policy without first providing Studio at least 5 days written notice.

5.5. On request from Studio, Lessee shall provide Studio with proof in the form of a letter and/or certificates of all insurance. Studio may require delivery of these certificates before permitting Lessee to use or occupy the premises, or as a condition to further use or occupancy, in such event, Studio must give Lessee adequate advanced written notice.

5.6. Lessee shall indemnify, defend and hold Studio harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable outside attorney's fees, arising from or relating to the Production, equipment or materials, the possession, use, operation, damage or loss of the Studio or any equipment or materials and the activities of Lessee or persons related to or connected to Lessee. Excluding matters covered by Lessee's indemnity above, Studio agrees to indemnify and hold harmless Artist from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable outside attorney's fees arising out of or in connection with (a) negligence or willful misconduct of Studio or Studio employees; and/or (b) Studio's breach of this Agreement.

5.7. Lessee shall pay in the usual course of business for all labor, materials, supplies or equipment or work performed or provided at Lessee's written request so as to keep the Studio free and clear from mechanics and all other liens.

5.8. Lessee shall display reasonably necessary signs and notices that Studio requests from time to time, to notify workers and others of Lessee's responsibility (and, if requested by Studio, Studio's non-responsibility) for matters pertaining to the Production.

ARTICLE 7 - EXPIRATION, REVOCATION AND TERMINATION

7.1. This Agreement may be terminated by Studio, thus revoking permission to use the Studio, on 10 days written notice to Lessee at any time for any uncured material breach of this Agreement, after written notice of such material breach five (5) business days to cure such breach before termination, as determined in the

sole reasonable judgment of Studio. Studio shall have the right to terminate this Agreement on 30 days written notice to Lessee in the event of a material event that makes it impossible for Studio to continue to provide the Studio to Lessee. This cannot be for reason of financial opportunity. Termination hereunder (if any) shall have no effect on Lessee's right to freely exploit any and all Recordings made up to the point of termination (if any)

7.2. On expiration or sooner termination of this Agreement, Lessee must at Lessee's expense remove all facilities and equipment placed on the premises by Lessee, reasonably clean the premises and remove all materials and rubbish to leave the premises in a clean and normal condition, subject to reasonable wear and tear. If Lessee leaves materials or paints any portion of the premises, Lessee shall restore the original condition by removing the materials and/or paint, or, if acceptable to Studio, painting over it with a solid, neutral color acceptable to Studio. Damage caused by set construction, staging, water damage or otherwise, provided such damage is solely caused by the Production, may be repaired by Studio at Lessee's expense after providing written notice/cure/and failure of Lessee to cure. If Lessee fails to timely leave the premises, then in addition to all other fees and charges, Lessee shall pay Studio additional rent equal to the base rent provided for in Section 1.1 for each day that Lessee fails to leave the premises.

7.3. All amounts due shall be deemed to be rent and all remedies now or hereafter given by the laws of the State of California for the collection of rent are reserved by Studio.

7.4. Once the deposit is paid under Section 2.2, or Lessee begins occupying the Premises, Studio will be entitled to an action at law for monetary damages only, and Studio may not enjoin, prevent or delay Lessee's use of the Premises, the production, distribution, advertising, marketing, exhibition and/or exploitation of the Production, or the exercise of the rights granted herein.

ARTICLE 8 - GENERAL PROVISIONS

8.1. All rates for services, equipment and utilities may include mark-ups to Studio, provided Lessee is informed of such mark-ups in advance of any charges.

8.2 Failure or delay by Studio to comply with the terms of this Agreement due to act of God, war, terror, strike or other labor trouble, fire, riot, earthquake or other disaster, action of government authority, utility disruption, or other incident or event beyond the Studio's control "force majeure" shall not be deemed to be a breach of this Agreement, and Studio shall not be liable to Lessee for any damages. Lessee will not be liable to Studio for any such "force majeure" event. The term shall be suspended and continued for such suspension period.

8.3. Lessee shall comply and cause all personnel associated with Lessee to comply with all federal, state and local laws and regulations including but not

limited to payment of business taxes, obtaining all required licenses and permits, laws pertaining to fire safety, and hazardous materials and to personal conduct while at the premises.

8.4. Lessee will not employ or use any person for any activity relating to the Studio that, to the best of Lessee's knowledge would cause or permit any union to claim that Lessee or Studio committed an unfair labor practice or breached or interfered with any collective bargaining agreement or any applicable laws or which would cause a union to picket the Studio or subject the Studio to any work stoppage, provided that this Agreement does not require Lessee to sign any collective bargaining agreement to which it is not presently a signatory.

8.5. The parties are entering into this Agreement as independent contractors and no agent or employee of one shall be deemed to be the agent or employee of the other. Nothing in this Agreement is intended to make either of the parties a partner or joint venture with the other.

8.6. All objections to the accuracy of any charges must be received by Studio in writing within 7 business days after Lessee receives the invoice. All objections not received within that time shall be deemed to be waived and Lessee shall be deemed to have conceded the accuracy of the charges. Any claim or defense of any kind by Lessee based on or arising in connection with this Agreement or otherwise shall be barred unless asserted by Lessee by commencing an action or asserting the defense within one year after the act, omission, incident or occurrence which is claimed to form the basis of the action or defense.

8.7. Studio agrees that Lessee may license and assign all rights in and to the Recordings and/or to the Production to any person, corporation or entity in connection with the distribution, advertising, exhibition and/or exploitation of the Production.

This is the parties' entire agreement regarding its subject matter. This Agreement supersedes all prior negotiations, discussions, correspondence and written agreements on its subject. This Agreement can be amended only by a written agreement signed by both parties.

8.8. Section numbers and headings in this Agreement are only for convenience and shall not be used to interpret or construe any of this Agreement's provisions. The provisions of this Agreement shall be interpreted and construed according to their fair meanings and not strictly for or against either party. All provisions of this Agreement which expressly or by their nature survive expiration or termination shall continue in effect after and regardless of expiration or termination, until fully performed or until, by their nature, they expire.

8.9. No waiver by Studio of any breach by Lessee under this Agreement shall constitute a waiver of any subsequent breach.

8.10. In any litigation, the prevailing party shall recover from the other party its costs and reasonable outside attorneys' fees. Regardless of Lessee's location or address, this Agreement shall be interpreted and construed according to the laws of the State of California. Any dispute shall be resolved only in the federal or state courts located in the State of California for the Central District of California and/or the County of Los Angeles.

8.11. If Lessee consists of more than one person and/or entity, then the liability of each such person and/or entity shall be joint and several.

8.12. All notices shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or to any managing employee or officer of that party or, in lieu of personal service, five days after being deposited in the U.S. mail, first-class postage prepaid, certified, return receipt requested, addressed to the party at the address stated in the introductory paragraph to this Agreement.

ShowBiz Studios, Inc.
a California corporation

Signature

Signature

Printed name

Printed name

Title

Title