



TM Studios and Photography
 Alba Equestrian Centre
 V8 Vissershok Road,
 Durbanville, 7550
 (c) 083 711 7374
 tmphotos@iafrica.com

PROFESSIONAL STUDIO RENTAL CONTRACT

Renter: _____ Represented by: _____

Address: _____

Phone: _____ Email: _____ Cell: _____

Shoot Date: _____ Arrival Time: _____ End Time: _____

Shoot Date: _____ Arrival Time: _____ End Time: _____

How did you hear about TM Studios ("the Studio")? _____

Studio Rental Rates:

Studio Time	Weekday/(Saturday)	After Hours, Sunday and Public Holidays
1 Hour	R350 / (R450)	R700
2 Hours	R550 / (R650)	R1,000
3 Hours	R750 / (R850)	R1,300
Half Day Weekday & Saturday Half Day (8am - 12pm)	R950 / (R1,050)	R2,000
Full Day (8am – 5pm)	R1,750 (Saturday R2,500)	R4,000

KINDLY TAKE NOTE THAT AN ADDITIONAL CLEANING FEE OF R150 IS CHARGED WITH EVERY STUDIO BOOKING.

1. Amenities Include:

- | | |
|--|--|
| 1. Access to and use of Studio facilities – 84sqm; | 2. 8Mbps Wireless Internet Access (Wi-Fi); |
| 3. Dressing Room; | 4. Various Tables, including make-up table; |
| 5. Kitchenette and bathroom; | 6. General Secure Parking area; |
| 7. Radio and CD player, with Bluetooth; | 8. Scrim and Reflector; |
| 9. 2x 200watt Photons with Umbrella's; | 10. 2x 500watt Elinchroms with 1.5m octobox; |
| 11. 1x Trigger. | |

2. Rental Policy:

- 2.1 Business days are based on a 5 day work week, Monday through Friday, 8:00 AM until 5:00 PM, and Saturday 8:00am til 12:00pm. Our daily rentals are based on 8-hour period within this 9 hour operational time frame. 1/2 day rates are based on a total of 4 hours. If you need the space longer, you will incur additional charges. All other rates, including overtime, are as per the price list in force at the time of this rental contract.
- 2.2 Equipment setup, hair and makeup that will require extra time needs to be factored into the rental quote.

3. Terms of Use:

By signing this rental agreement, the Renter agrees to the following:

- 3.1 A 50% deposit is required to hold Studio, rental items and the shoot date. The deposit will be applied to the final invoice and the balance will be due on or before the date of your rental. The date and Studio/rental items are not reserved until deposit and signed rental agreement are submitted to and received by the Studio (funds are cleared). The deposit is transferable for a maximum of 2 date changes but is non-refundable.

- 3.2 The premises are to be used for the purpose of a photography/videography Studio, including such activities, as are necessary and usually incidental to such use. The Studio shall have the right to inspect the equipment, Studio, and furniture at any time during the rental term. If a breach of any of the provisions of the Rental Agreement occurs, the Studio has the right to revoke Renter's access to the equipment and Studio without any liability to and without prejudice to the Studio, the right to receive rent due or accrued to and including date of revocation.
 - 3.3 The Studio may be used for legal business activities only. There is absolutely NO SMOKING or ALCOHOL allowed in the Studio. Smoking is allowed outside the Studio. Renter is responsible for clean-up and removal of smoking related debris (ashes, cigarettes, etc) before leaving.
 - 3.4 Renter will leave studio clean and neat just as they found it, furniture put back, all lights, sound system and equipment off. The Renter may be charged and invoiced a R150 cleaning fee, as or considered appropriate, should the Studio deem it necessary. Over and above this, the Renter agrees to pay any cleaning fees deemed necessary beyond normal use (i.e. paint damage, curve damage, carpet and furniture stains etcetera). Set-up and clean-up time must take place during hours set forth in this Agreement.
 - 3.5 No food or drink is allowed on the curve, or near any photographic equipment. Toddlers and young children may only eat under strict supervision, due to the expensive equipment in the studio, and the white colour scheme of the Studio. No other children will be permitted if not directly involved in the shoot. Shoes to be clean before walking on the curve.
 - 3.6 Young children or toddlers are to be supervised at all times. No standing or jumping on furniture is allowed. No access is allowed to the storeroom at any stage.
 - 3.7 Unless a workshop is being run with predetermined specific attendance numbers, a maximum number of 7 (seven) people are permitted at the Studio for the rental shoot.
 - 3.8 Items left after 7 days will be assumed abandoned and may be discarded.
 - 3.9 Studio rental and any additional charges will be due upon the submission of the invoice at the end of the day.
 - 3.10 Renter agrees to pay all reasonable attorney's fees and costs which may be incurred in connection with the collection of any unpaid accounts.
 - 3.11 The Studio is not liable for acts out of its control that affect the shoot, such as power outages, weather, emergencies, or Acts of God.
 - 3.12 BE RESPECTFUL OF OUR NEIGHBOURS - Be present at all times during the rental; Keep the shoot or session contained within the Studio; Maintain adult supervision of minors at all times; Clean up and remove trash or other items on premises prior to leaving.
 - 3.13 No one will be admitted who is drunk or under the influence of illegal substances.
 - 3.14 No pets allowed without the prior written consent of the Studio.
 - 3.15 Music must be kept to a reasonable level at all times, and not contain vulgar or offensive words or lyrics.
 - 3.16 No one is permitted to walk around the farm unless accompanied by the Studio owner. The horses and other animals on the farm are the private property of its owners, and under no circumstances may any interaction take place.
4. **STUDIO & EQUIPMENT SUPPLIED:**
- 4.1 It is agreed that the Studio will be provided in good working order but makes no special guarantees as to said Studios functionality or suitability to Renter's purposes. There is no warranty that rented items are free of defects.
 - 4.2 The Renter is entitled to use the entire Studio, excluding the storeroom. Only lighting/flash equipment, props and furniture in the Studio as selected for hire in this rental agreement is also available for such use. Renter agrees to leave the Studio and return all equipment, furniture, etc in the condition that it was provided in, and to immediately notify the Studio of any damage, failure, or change in equipment provided.
 - 4.3 Refund requests must be made in writing and will be responded to promptly by management. If equipment, furniture, or other is ordered and delivered but not used, no refund will be approved.
 - 4.4 Rental furniture and studio equipment may **NOT** be removed from the Studio. Please do not move any pieces larger than a single chair without two people present to move it, and without dragging the legs.

5. **DAMAGE AND LIABILITY:**

- 5.1 The Renter agrees that the Studio holds no liability for any damage or injury, whether direct, indirect, incidental or consequential, caused by use of the Studio and/or rental items to the Renter, the Renter’s employees, Renter’s contractors, Renter's clients, or any and all Renter's visitors that occur within or outside the Studio premises. The Renter assumes all risk of personal property damage or personal injury. If any accident involving the Studio's rental items has occurred while it is in the Renter's possession or during the rental period above, Renter shall make the Studio aware by written statement of details of occurrence of event including police report and names and addresses of witnesses, if applicable.
- 5.2 Renter also agrees that if any equipment, furniture, fixtures, etc. are mishandled, broken, ruined or stolen while Renter is using the studio that they will replace any and all items or pay reasonable repair/replacement costs within 3 business days, whether caused by the Renter, the Renter’s employees, Renter’s contractors, Renter's clients, or any and all Renter's visitors or otherwise.

6. **GENERAL:**

- 6.1 The Studio Owner or assistant will be present at the Studio to provide any assistance if required.
- 6.2 This Agreement incorporates the entire understanding and agreement between the Renter and the Studio. 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.
- 6.3 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 Renter below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.
- 6.4 Bank Details for payment are as follows:

Account Name	TM Photography
Bank	Standard Bank
Branch	Tyger Manor
Account Number	10 11 815 954 0
Branch Code	051001
Type of Account	Current
Swift Code	SBZAZAJJ
Reference	Name ddmmyy {date of rental}

I have read all of the above and fully understand and agree to strictly adhere to each section. I hereby waive and hold harmless TM Studios, T. Mustoe and any additional owners or agents from any incidents or accidents which may occur to or by persons either renting or associated with the renting of the Studio. I acknowledge that TM Studios is relieved of all responsibility for unforeseen circumstances (for example, weather, fire, mechanical building breakdowns, etcetera).

This Agreement is hereby signed at _____ on _____ of _____ 20_____

Photographer Commitment

TM STUDIOS Representative

Print Name: _____

Print Name: _____

Witness

Witness