

# SHUTTERHOUSE STUDIOS LTD

## RENTAL AGREEMENT AND TERMS & CONDITIONS

### Agreement:

This rental agreement is by and between Shutterhouse Studios LTD hereinafter referred to as Shutterhouse Studios, and the renter/proxy.

By submitting payment for the agreed upon rate for the predefined Rental Period, the Renter agrees to and will abide with this agreement in full.

- A. The premises are to be used for the purpose of a photography/videography location and/or event location including such activities as are necessary and usually incidental to such use
- B. Shutterhouse Studios shall reserve the right to inspect the equipment and Space at any time during the rental term
- C. Renter shall make any and all arrangements necessary to permit a representative of Shutterhouse Studios access to the rented studio space(s)
- D. If a breach of any of the provisions of the Rental Agreement occurs, Shutterhouse Studios has the right to revoke Renter's access to Shutterhouse Studios without any liability to and without prejudice to Shutterhouse Studios, and the right to receive rent due or accrued to and including date of revocation

### Terms and Conditions:

Shutterhouse Studios hereby provides a limited and revocable lease to Renter for use of the agreed upon Studio space(s) located at Shutterhouse Studios, Alston Works, Alston Road, Barnet, EN5 4EL, United Kingdom.

The parameters of the "Rental Period" will be defined with the booking coordinator.

### Payment and Cancellation:

Total payment amount as quoted and agreed upon between the Renter and Shutterhouse Studios is to be paid in full prior to the Rental Period beginning.

If full payment is not received prior to the beginning of the Rental Period, Shutterhouse Studios reserves the right to cancel Renter's lease.

If cancellation by the Renter must occur, return of the full payment/deposit is based on the following notifications, applied to h-hour:

- A. Cancellation >7 days out: 100% payment is returned
- B. Cancellation <7 days but >48 hours out: Shutterhouse Studios offers a one-time free Rental Period reschedule.
- C. Cancellation <48 hours out: payment is not returned. However, Shutterhouse Studios offers a one-time 50% discount on Renter's next booking.

Notes:

- A. In reference to Point B & C above, a rescheduled Rental Period must occur within the same fiscal year as the original booking or the offers expire
- B. In reference to Point B above, the one-time reschedule only applies to the specific Rental Period cancelled
- C. In reference to Point C above, the 50% discount only applies to the specific Rental period cancelled
- D. Multi-day booking cancellations must be rescheduled in a similar format as the original booking
- E. Multi-day booking cancellation rescheduling can not be split across multiple sessions

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## Terms of Use:

### 1. General:

- A. Shutterhouse Studios may be used for LEGAL business activities only
- B. Alcohol, drugs, cigarettes, cigars, and vapes are prohibited in Shutterhouse Studios

### 2. Utilisation:

- A. Renter may utilise the agreed upon Studio space(s), green room/change room (if applicable), washroom, and kitchenette facilities
- B. Renter agrees to fully tidy described areas in the event of use
- C. Renter is not authorised to and may not utilise any areas or amenities of the building that are not described above
- D. Renters are prohibited from accessing areas marked "Private," including mezzanines

### 3. Arrive and leave on time:

- A. Renters are expected and required to arrive and leave on time
- B. The Rental Period shall start and end at the times agreed upon in the booking process
- C. Set-up, tear-down, and clean up must take place during the Rental Period hours set forth in the booking process
- D. Early access to studios will not be granted unless paid and agreed for beforehand
- E. Tear down must be complete and the studio(s) vacated by all team members by the agreed upon end time of the Rental Period
- F. An additional charge will be applied for any and all time that extends beyond the Rental Period as set forth in the booking process, billed in one-hour increments only
- G. Additional hours can be purchased and applied during the Rental Period. Please speak to a member of Shutterhouse Studios staff to arrange additional time
- H. It is the Renter's responsibility to ensure a member of their crew is at Shutterhouse Studios to receive and/or ship couriered/delivered parcels/products
- I. The Shutterhouse Studios contact number shall not be given for the purposes of shipping/receiving couriered parcels, food, or any other form of delivery or pickup unless agreed upon in advance

### 4. Condition & state of studio:

- A. Renters are expected to leave the studio(s) in the same condition or better than when the Rental Period began
- B. All equipment including lighting, lighting modifiers, triggers, cables, stands, booms, frames, and backdrops must be tidy, organised, and arranged as they were when studio access was granted
- C. Renters must return the studio space(s) to the same layout as when the Rental Period began, moving all furniture, props, plants, mirrors, and gear back to their original location(s)
- D. Fabric backdrops are to be taken off background stands, rolled up crease-free, and velcro strapped
- E. Any materials used in connection with sets constructed by the Renter shall be forthwith removed promptly from the Studio by the end of the hire period at the expense of the Renter
- F. Props are not to be abandoned at Shutterhouse Studios and will be promptly disposed of if abandoned unless agreed upon in advance
- G. Any kit, gear, tools, props, sub hires, and personal effects left by Renter in Shutterhouse Studios space while away from the studio or overnight are done so at Renter's own risk. Shutterhouse Studios will not be held liable in any way for lost or stolen property in Renter's charge
- H. Excess amounts of waste and recycling resulting from Rental are expected to be dealt with by the Renter. If assistance is needed, please speak to a member of staff

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## 5. Floor Protection and other studio considerations:

- A. Any hard materials or sharp corners must be placed on floor protection; all furniture must have rubber or felt pads and should only be lifted, never dragged
- B. No tape of any kind is to be used on floors, especially gaffer tape
- C. Renters in the White House Studio are expected to wear supplied booties while working on the white shooting floor (talent are excluded when necessary)
- D. Renters in the White House Studio must not walk on the curved portion of the cove
- E. Any damage must be reported immediately and repair fees resulting from damages due to non-compliance will be at the expense of the client
- F. Any form of sparkles, glitter, or confetti/confetti canons are strictly prohibited unless agreed prior to the booking together with cleaning fee
- G. If discovered that Renter employed the unauthorised use of sparkles, glitter, confetti, or sparkle, glitter, or confetti canon, a cleaning fee of £100+VAT will be invoiced to the client
- H. Spray paint cans and smoke grenades/bombs are prohibited

## 6. Crew and talent:

- A. Renter agrees to limit crew and talent to necessary personnel only
- B. There are to be no visitors or friends/family of Renter, Renter's employees, Renter's contractors, or Renter's clients, unless chaperoning underage crew at their discretion

## 7. Comply with all local ordinances and laws:

- A. Promptly respond to requests of management to turn down volume of or turn off noise
- B. Secure parental permission forms for work being performed by minors
- C. Secure talent releases for all individuals participating on camera
- D. Secure any necessary permits
- E. Renter assumes legal and financial responsibility for any violations resulting from their Rental Period

## 8. Be respectful of our neighbours and other tenants:

- A. Be present at all times during the rental
- B. Keep the event/rental contained within the rented Shutterhouse Studio space(s)
- C. Keep all doors fully closed for the duration of the rental term
- D. Keep noise to a reasonable level inside and outside the studio space(s), including music volume
- E. Leave Shutterhouse Studios and surrounding common spaces in the same or better condition than when access was granted to the studio space(s)
- F. Shutterhouse Studios does not encourage or endorse Renters and their crew to, in any method, use common or public space on the grounds of Alston Works for the purposes of their Rental
- G. In the event that Renter decides to employ the use of common or public space on the grounds of Alston Works, Renter is required to obtain any necessary permits
- H. In the event that Renter decides to employ the use of common or public space on the grounds of Alston Works, Renter is required to make all exhaustive attempts to ensure public access is maintained in a friendly, welcoming, and overwhelmingly safe manner by means of clearly defining and marking safe ingress and egress routes, minimising and condensing the amount of gear set up in public space, containing any gear or tools that are set up in public space to areas that are reasonably out of the way, marking any gear or tools set up in public space with the use of high-visibility tape or other materials, creating safe lanes of travel over cables and wires by use of tape or cable mats, and maintaining an air of professionalism, respect, and understanding for other tenants and any of their concerns

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- 9. Live sound recording including interviews, music videos, music performances, spoken word, short films, indie films, television shows, instructional courses, and social media content**
- A. Shutterhouse Studios spaces are not sealed sound stages, therefore the absence or lack of environmental, extraneous, or surprise building works noise cannot be guaranteed
  - B. Shutterhouse Studios will not be held liable for any time lost due to circumstances described in Section 9.A that may arise
  - C. Shutterhouse Studios and its representatives will not be held accountable if it is deemed by the Renter in situ that a recommended space(s) is considered to be too noisy or loud to record in
  - D. Music tracks being played for the purpose of video recording must be kept at a reasonable level as decided by Shutterhouse Studios and its representatives
  - E. Sound effects being used for the purposes of live recording must be kept at a reasonable level as decided by Shutterhouse Studios and its representatives
  - F. Renters are prohibited from engaging with other tenants of Alston Works to request that they lower their volume or render complete silence. If this necessity arises, it is the responsibility of Renter to reach out to a representative of Shutterhouse Studios to make a request on Renter's behalf
  - G. Live drum sets are expressly prohibited from being played in any Shutterhouse Studios spaces
  - H. Dummy drum set kits are permitted for use in Shutterhouse Studios spaces
  - I. Renters must adhere to requests by Shutterhouse Studios representatives to turn down the volume of or cease all output of noise by any implements, tools, instruments, or people during the course of the Renter's lease
  - J. Failure to comply with any statements in this, Section 9, will result in immediate termination of Renter's lease of Shutterhouse Studios without without any liability to and without prejudice to Shutterhouse Studios, and the right to receive rent due or accrued to and including date of revocation
- 10. Lost Property:**
- A. Lost and found property will be held for a maximum of one week unless claimed and collection arranged thereafter
  - B. Any unclaimed lost and found property will be donated to charity or destroyed after one week
  - C. Goods left overnight are done so at Renter's own risk
- 11. Parking:**
- A. Clients using access roads and parking lots on Alston Works grounds do so at their own risk and discretion
  - B. Shutterhouse Studios will not be held liable for any damage, accidents, or loss incurred or caused by or to any other vehicles present by using access roads and parking lots on Alston Works grounds, whether allocated, directed, or recommended by a Shutterhouse Studios representative
  - C. Renters are requested to display their phone number in a visible location in their vehicle so that, should the circumstance arise, other tenants and visitors to Alston Works can contact them to move their vehicle should the need arise
- 12. Set/Styling props:**
- A. Shutterhouse Studios spaces may not look exactly as they do in the images on the website ([www.studioshutterhouse.co.uk](http://www.studioshutterhouse.co.uk)) as furniture and props are regularly refreshed and replaced. Some props have been used for photo styling purposes and are not included in or available for studio Rental. Reach out to Shutterhouse Studios to confirm the availability of specific props/furniture
  - B. Many props in each studio are personal belongings, which Renter is prohibited from handling
  - C. All props are to be handled with care

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## **13. Damage, Loss, or Theft of & to Shutterhouse Studios, Shutterhouse Studios residential renter's/client's property, and surrounding neighbour's property:**

- A. Renter agrees to pay for any repair or replacement costs of equipment or Shutterhouse Studios space(s) that Renter damages, within 15 business days of the Rental Period
- B. Renter agrees to monitor talent and crew to prevent damage, loss, or theft of/to any and all Shutterhouse Studios space, items, products, and property and Shutterhouse Studios residential renter's/customer's items, products, and property
- C. In the event that the Renter's employees, Renter's contractors, Renter's clients, or any and all Renter's visitors damages Shutterhouse Studios space, items, products, or property and any Shutterhouse Studios residential renter's/client's items, products, or property, or theft of any property belonging to Shutterhouse Studios or Shutterhouse Studios residential renters/clients, Renter agrees to pay for any and all repairs or replacements necessary within 15 business days of the Rental Period

## **14. Waste & recycling disposal**

- A. Renter agrees to limit waste and recycling disposal to a reasonable amount. If it is deemed by a representative of Shutterhouse Studios that waste and recycling disposal is beyond reasonable, the Renter agrees to pay for the full amount of third party waste removal
- B. Renter agrees to separate recycling from waste. If it is discovered that recycling and waste were not separated properly as a result of Renter's term, Renter agrees to pay sorting fee incurred from third party waste removal.
- C. Renter agrees to abide by all local waste disposal & recycling laws

## **Liability:**

Subject as hereinbefore mentioned Shutterhouse Studios shall not be liable to the Customer for any loss damage expense liability or for any consequential loss (including loss of profit) whatsoever or howsoever arising out of or in connection with any of the following:

- A. Any damage to or loss of property by the Customer or the Customers servants or agents or any third party.
- B. Any breakdown stoppage or failure of the facilities and Equipment provided in the Studio or any other Equipment supplied to the Customer.
- C. Any death or injury occasioned to any Customer or servant or agent of any Customer occasioned by the use of the Studio or any Equipment unless such death or injury is directly attributable to the negligence of Shutterhouse Studios or the servants or agents of Shutterhouse Studios.
- D. For any fines and/legal costs incurred by Shutterhouse Studios or the Customer for any activity connected with the hire of the Studio or Equipment.
- E. Any failure on the part of Shutterhouse Studios to comply with its obligations to the Customer due to any circumstances beyond the control of Shutterhouse Studios.

## **Late fees**

A compounding late fee of 8% interest will be applied every 14 days past the specified due date on the issued invoice