



## MBS Production Services Agreement

Between ("Client") and **Manhattan Beach Studios LLC** (the "Studio"), located at 1600 Rosecrans Ave., Building 7/Suite 101, Manhattan Beach, CA 90266

Production Date(s):

1. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the Client and Studio. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing.
2. **DELIVERABLES:** Studio will provide deliverables requested herein and in Attachment A –
3. **SERVICES:** In support of delivering the Deliverables, Studio shall provide the following Services:

Client may request additional gear, props, facilities, and lights which, if Studio does not own may be procured and made available for rent at an additional cost.

4. **COMPENSATION:** Client shall provide the following payment to the Studio as indicated on Attachment B.

Unless otherwise included in Attachment B, payments to talent and models, hair and makeup personnel, outside providers including sound, grip/electric, personal assistants, graphic/design artists, voiceover professionals, expendables (including background paper, set design elements, disposable items (e.g., tarps, foam core), parking fees (reimbursable), travel expenditures, catering and other expenses not contemplated or otherwise incurred in providing the Services.

The Lot (MBS MEDIA CAMPUS) charges \$15/vehicle for parking and Studio is obligated to collect those funds on behalf of the lot. Payment of parking fees does not ensure a preferred parking location and Lot security has the final say over the location of vehicles. Client may request air conditioning during nights, weekends, and holidays for an additional hourly fee. This fee is collected by the Studio for the lot and the lot must be provided with advance notice to provide this service. Currently the fee is \$75/hour.

5. **DEPENDENCIES and FORCE MAJEURE**

Studio shall provide its Services and Deliverables in accordance with this Agreement and any modifications in writing, subject to Client's timely payment, Client Support obligations, unforeseen but ordinary delays caused by Client, talent, Internet access/failures, non-Studio production decisions, or Force Majeure Events. If either party's performance is prevented, hindered or delayed by any of the above, or fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, pandemics, government order related to natural disaster, riots, civil disorders, rebellions or revolutions, strikes, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Unreasonable or expensive alternatives permit either party to terminate this Agreement without further obligation or liability.

Studio takes all commercially reasonable precautions to secure and backup data. Studio and Client acknowledge that catastrophic data and equipment failures can occur (although none have occurred to date). In the event of a catastrophic hard drive failure, unforeseen audio, RF interference or equipment failures or disruptions,



- Studio's liability will be limited to the amount paid for such applicable project.
6. **COMMERCIAL LICENSE.** The videos, photographs, digital images, or other recordings provided by Studio, including the Deliverables, are licensed for Client's use only upon full payment due under this Agreement.
  7. **BTS and STUDIO USE:** BTS may be used by all parties provided all parties are portrayed in a positive light and as may be approved by Client.
  8. **THIRD-PARTY CLEARANCES.** Client is required to provide all third-party clearances, or reimburse Studio for payments made, related to model and talent releases, location releases, stock video, photography, music and sound effects, releases for individuals included in the video, product logos and trademarks. Studio may require clearances or hold deliverables pending releases and clearances.
  9. **CONFIDENTIALITY.** The Studio acknowledges that the privacy of Client and Client's product is highly valued and that all efforts are made to maintain confidentiality. Both parties agree to keep the terms of this Agreement confidential.
  10. **RELEASE and INDEMNITY.** Client agrees that on behalf of itself, it's personnel and its representatives, assigns, employees, contractors, guests and service providers, as follows
    - a. Use and access to the Studio, and any Studio productions in the Studio or on location, and equipment, and any presence in or around any of the above, is at its and their risk. Each agrees to hold harmless the Studio, MBS Media Campus and each of their owners, partners, employees, agents, representatives, associates, contractors, other tenants and guests (the "Released Parties") and that the Released Parties shall not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to you, your organization, guests, contractors or possessions while at the Studio. You understand that in a production environment there may be wires, heavy equipment and other dangerous conditions and you understand that this waiver and release means that you will not hold or seek to hold the Studio liable or responsible in any way for any injury, loss, damage, cost or expense you incur by your being on the premises. Further, Client is responsible for any damages to or loss of its equipment and possessions, regardless of cause, and shall not hold or seek to hold the Released Parties liable or responsible for any damage or loss for equipment or possessions.
    - b. **Damages.** Client is responsible for any damage, costs or injuries caused during the provision of Services, including unreasonable cleaning expenditures, caused by Client or Client's failure to supervise the above-mentioned personnel.
    - c. Client shall hold harmless and indemnify the Released Parties against any damage, liability, suit, claim, loss, accident, judgment, fine, injury or other costs or damages, including reasonable attorney's fees which may result from any claim, cost, damage or liability related to your or your personnel or guests' compliance with this release, negligence or misconduct, or any claims by you, your personnel, employees, agents, associates, invitees, guests, models, contractors or any other personnel stemming from or in connection with the use of the Studio, including any allegations of negligence or misconduct by the Released Parties. This indemnification shall continue in full force and effect during and after the term of your/their use. The Studio is provided as-is and is used solely at your own risk. In the case of multiple individuals who comprise your team, you ensure, represent, and warrant that such individuals shall agree to compliance with this release and indemnification.
  11. **INSURANCE.** Studio may require a certificate of insurance to cover liabilities and/or equipment rentals. Studio provides production insurance, provided however, that production-specific insurance shall be reimbursed as a production expenditure.
  12. **LAW.** This Agreement shall be governed by and interpreted under the laws of California applicable to agreements made and to be fully performed therein, and where applicable, under U.S. Copyright Law. Photographer consents to the exclusive jurisdiction of the applicable state or Federal court located in Los Angeles County, California. In any controversy respecting this Agreement, the prevailing party will recover its attorney's fees and costs. The license hereunder shall not become effective unless and until a



signed copy of this Agreement signed by Client and all payments are made in full.

Acknowledged and agreed to:

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Client:  
By:  
Title:  
Email:  
Phone:

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Manhattan Beach Studios LLC  
By: Mark Nicholas  
Title: President  
markn@manhattanbeachstudios.net  
310-800-1999



## Services & Deliverables – Attachment A

Acknowledged and agreed to:

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Client:  
By:  
Title:

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Manhattan Beach Studios LLC  
By: Mark Nicholas  
Title: President



## Compensation - Attachment B

Total compensation:

Acknowledged and agreed to:

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Client:  
By:  
Title:

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Manhattan Beach Studios LLC  
By: Mark Nicholas  
Title: President