



## Manhattan Beach Studios | Production Services

Between \_\_\_\_\_ ("Client") and Manhattan Beach Studios LLC (the "Studio")

Location: Manhattan Beach Studios LLC, 1600 Rosecrans Ave., Bldg 7, 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:** Client is hiring the Studio to deliver the following the images, videos, and products, and to deliver these images, videos, and products, as detailed in this section ("Deliverables"):

Items not included in this section are explicitly not included and are not contemplated in the Compensation below. Additional Deliverables not specifically listed here are subject to additional payment, as enumerated upon request by Studio.

3. **SERVICES:** In support of delivering the Deliverables, Studio shall provide the following Services:

The Deliverables are subject to the Services in which Client hires Studio to provide. Services requested will have an impact on the allocated time, resources and personnel and Client agrees to work with Studio to determine the Services included, and not included, within the Scope of this retention.

4. **CLIENT SUPPORT:**

Client agrees to supply the following in connection with the Services and Deliverables and the failure of Client to provide the following may restrict or prohibit Studio from providing its Services, producing the Deliverables, or meeting Client deadlines. Adjustments to Deliverables, Services or deadlines from Client failures shall be at Studio's reasonable determination and discretion:

5. **COMPENSATION:** Client shall provide the following payment to the Studio as indicated on Attachment A. A deposit of \_\_\_\_\_ shall be paid upon signing this agreement with the balance due \_\_\_\_\_ . Studio puts in substantial resources upon signing this agreement and the deposit is generally not refundable unless otherwise agreed. Client may change the date of Services provided it is no less than seven days prior to production dates or if Studio has provided written notice that resources were allocated in a manner which limited Studio's ability to take on time sensitive replacement work. In such an event, cancellation or rescheduling by Client would obligate Client to pay the full balance due.

Unless otherwise included in Attachment A, 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. Apart from VIP spaces secured in advance by the Studio, vehicles are typically parked in the main garage adjacent to the main security gate. The Studio provides air conditioning during business hours. 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 in order to provide this service. Currently the fee is \$75/hour.

Additional gear, lighting and other items are enumerated below in the Special Terms Addendum.

## 6. DEPENDENCIES and FORCE MAJEURE

Studio shall deliver the Deliverables and provide the Services 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.

7. **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 and compliance with all terms and conditions of this Agreement. This Agreement contemplates the retention of a professional studio and its personnel and contractors and provides no additional licenses or rights other than contemplated herein. The Client's use is permitted for the following:
  8. **BTS and STUDIO USE.** Studio and contractors providing Services may use final client-approved work products and to promote their respective contributions and work product. Unless otherwise requested, Client and Studio authorize each other to shoot behind-the-scenes footage which may be used for social and other promotional purposes.
  9. **THIRD-PARTY CLEARANCES.** Unless otherwise agreed, 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.
  10. **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.

11. **RELEASE and INDEMNITY.** Client agrees that on behalf of itself, its 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, represents and warrant that such individuals shall agree to compliance with this release and indemnification.
12. **INSURANCE.** Under certain circumstances, Client shall be required to obtain production insurance with a \$2,000,000 minimum liability coverage, as well as equipment and other standard coverages, naming Studio as an insured. Minimum requirements are required by the MBS Media Campus lot and is not within the discretion of Studio.
13. **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:

Address:

Email:

Phone:

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Manhattan Beach Studios LLC

By: Mark Nicholas

Title: President

Address: 1600 Rosecrans Ave.  
Manhattan Beach, CA 90266

markn@manhattanbeachstudios.net

310-800-1999



## Compensation - Schedule 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



**Personnel for Security Addendum – Schedule B**  
**Manhattan Beach Studios LLC**

The following individuals may be on-site as part of this Agreement:

Additional personnel may be provided later. On site personnel are subject to Studio and Lot rules and guidelines, health requirements and security inquiries as deemed reasonable by the Studio.

Acknowledged and agreed to:

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Client:

By:

Title:

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Manhattan Beach Studios LLC

By: Mark Nicholas

Title: President



**Special Terms Addendum – Schedule C**  
**Manhattan Beach Studios**

The following items are specifically requested. Rental rates and other agreements are indicated below:

Acknowledged and agreed to:

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Client:  
By:  
Title:

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Manhattan Beach Studios LLC  
By: Mark Nicholas  
Title: President