



Manhattan Beach Studios | Production Services

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

Location: Manhattan Beach Studios LLC, 1809 Manhattan Beach Blvd., Manhattan Beach, CA 90266

Date: _____

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between the Client and Photographer. 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. SERVICES: Client is hiring the Studio to take the images, videos and products, and to deliver these images, videos and products, as detailed in this Agreement:

(Detail: Studio Video, Location Video, Studio Photography, Location Photography, Product Animations, Lifestyle Images, 360/VR, BTS, Live Streaming and other Media Products)

In supporting this retention, Studio shall provide the following:

3. DELIVERABLES: Studio will deliver the following: _____. 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.

(Detail: Physical/Virtual deliverables and timing requirements)

Client shall supply the following _____. For productions longer than 4 hours, Client shall provide or reimburse Studio for reasonable catering.

4. COMPENSATION: Client shall provide the following payment to the studio: _____.

The following items are not included unless specifically included above:

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.

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

5. **COMMERCIAL LICENSE.** The videos, photographs, digital images, or other recordings 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:



6. **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. Client and Studio authorize each other to shoot behind-the-scenes footage which may be used for social and other promotional purposes.
7. **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.
8. **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.
9. **RELEASE and INDEMNITY.** Client agrees that on behalf of itself, it's personnel and it's representatives, assigns, employees, contractors, guests and service providers, as follows
 - a. Use and access to the Studio and equipment 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 studio 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.

10. INSURANCE. Client shall 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.

11. 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:

Client:
Title:
Address:

Email:
Phone:

Manhattan Beach Studios LLC
Phone: 310-727-2900
Address: 1600 Rosecrans Ave.
Manhattan Beach, CA 90266



Personnel for Security Addendum

Manhattan Beach Studios LLC

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

Acknowledged and Agreed to:

Client:
Title:
Address:

Email:
Phone:

Manhattan Beach Studios LLC
Phone: 310-727-2900
Address: 1600 Rosecrans Ave.
Manhattan Beach, CA 90266



Special Terms Addendum

Manhattan Beach Studios

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

Acknowledged and Agreed to:

Client:
Title:
Address:

Email:
Phone:

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