

A Rooftop Studio Studio Rental

SMALL FILM/VIDEO/TV BASIC RENTAL CONTRACT

Not applicable for "Feature" Film

PRODUCTION COMPANY _____

CLIENT NAME _____

CONTACT NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ CELL PHONE _____

FAX _____ E-MAIL _____

BOOKING DATES _____ BOOKING TIME _____

SET-UP DAYS _____ BREAKDOWN DAYS _____

8th FLOOR STUDIO _____ 8th FLOOR STUDIO CLIENT AREA _____

PRIVATE 8th FLOOR CLIENT AREA/OFFICE _____ ROOF _____

AMOUNT OF PAYMENT _____ PAYMENT METHOD: CHECK CREDIT CARD

AMOUNT OF DEPOSIT _____ PAYMENT METHOD: CHECK CREDIT CARD

NY STATE SALES TAX 8.62% _____ RESALE # _____

INDEMNIFICATION/INSURANCE CERTIFICATE RECEIVED _____

RESERVATION FEES & DEPOSITS

This confirms your rental of 8th Floor studio plus _____ located at 13 East 17th Street, New York, NY 10003 for the dates of _____ @ a rate of _____ per day (10 hours) with a 100% of full booking rate (\$ _____) refundable deposit for overtime and/or painting etc. This does not include any additional expenses that may be incurred during the dates of rental such as overtime, office service charges (phones/fax/copier/printers/computers or services /internet usage), and deliveries and pick-ups outside the rental dates, damage to the studio or its contents, and/or clean-up fees. (* see Rules & Regulations below)

A full day is considered to be 10 hours (_____ am - _____ pm). Overtime

charges will apply after 10 hours. @ 1 ½ for the specified hourly rate of \$ _____, for the first 4 hours and @ 2 times the specified hourly rate of \$ _____, after 4 hours. Weekend, Holiday, Night Rates: @2 times the hourly rate plus a premium of 20%.

Confirmed Studio Reservations will not be **held** without a signed contract and 100% payment of booking time. Please make checks payable to "Louis Jawitz". We also need complete Credit card information with cardholder's signature, address and expiration date (address and zip code must match cardholder information). Credit card will be charged only in the event of non-payment of rental, as well as for extraneous expenses post booking.

"Tentative" reservations for booking time will be on a "first come, first served" basis.

Property release will not be issued without full payment of rental fee and any/all extraneous expenses.

WEATHER PERMIT BOOKINGS:

Client must specify "weather permit" at the time of the booking. Type of weather must be specified. A "holdover" day must be specified at time of booking and must be at least 2 days after original booking day.

At the first cancellation due to weather, half the fee is charged if not rescheduled within 7 days of the original booking date. At the second cancellation, the full fee will be charged. Notification of cancellation due to weather must be received by the Studio no less than 2 hours prior to originally scheduled booking time. Commencement of shooting denotes a "booked" day.

A (*refundable under cancellation policy below) reservation fee of 100% the total rental fee is required at the time of signing the agreement.

CANCELLATION POLICY:

| | |
|--|----------------|
| 72 hours notice prior to booking date: | 100% of rental |
| 1 week notice prior to booking date: | 50% of rental |
| Any portion of a CONFIRMED BOOKING: | 100% |

It is further understood that if a credit card must be used at the last minute, a 5% surcharge maybe deducted from security or added to the rental fee

All deposits for damages and/or compliance of "Rules & Regulations" will be refunded after a full inspection of the premises after renter vacates. Return of deposit check can be picked up or will be mailed after 5 business days from the final booked day.

All pre/post-shoot days wait time for Studio personnel (i.e. wait time for delivery of props, equipment, etc.), as well as post-wrap wait time for pick-ups will be charged by the hour at 25% of the negotiated booking day rate. Any use of Studio personnel to facilitate delivery or return will be charged @ \$25 per hour.

Long-term secure storage is available at 25% of the negotiated booking day rate. Longer term than overnight storage must be negotiated with Studio manager Prior to booking dates. Should storage contents need to be moved to another storage area due to subsequent studio booking, an additional fee of \$25 per hour for labor of Studio personnel, over and above the 25%, will be charged to re-locate items.

Should the Studio booking be over a period of more than 1 day, you may leave your production set up overnight at your own risk. You **must** power down and disconnect!

Should the pre-production/shoot/wrap days not be consecutive, there is a fee of 50% per day of the established day rate fee, for those "down" days.

The client will be responsible for attorney's fees, including Court costs and post-judgement interest, if default occurs. Delinquent payments will be charged at an interest rate of 18% per month.

A resale certificate must be provided with signed contract or 8.62% NY State sales tax will apply.

INDEMNITY/INSURANCE

A Certificate of Insurance in the amount of \$2,000,000.00 is required prior to rental, stating Louis Jawitz/arooftopstudio.com, & a 13 East 17, LLC et al.

Waiver of Liability: Louis Jawitz/arooftopstudio.com & 13 East 17, LLC rents its facility, including limited equipment (see fee list upon request), to its clients with the understanding that in no event shall Louis Jawitz/arooftopstudio.com and/or 13 East 17, LLC owners or employees be held liable for direct, indirect, incidental or consequential damage due to the use of this facility/building/or equipment used by its clients. I hereby waive and hold harmless Louis Jawitz/arooftopstudio.com & 13 East 17, LLC owners and employees from any incidents or accidents which may occur to or by person's either renting or associated with the renting of arooftopstudio.com Louis Jawitz & 13 East 17, LLC on the dates noted above, or any additional dates added later.

RULES AND REGULATIONS

This film/video is not affiliated, endorsed or sponsored by the Licensor. The use of Studio, Roof or other spaces shall be strictly limited to the agreed upon usage as set forth in the contract and for no other purposes. Should use of the Private Front Room be needed, a 24 hour notice is required unless negotiated in original contract. If not in contract, an additional fee will apply. Please be aware that computer work area in Private Front room will be blocked off for private use. Use of computer will not occur when film is rolling.

Prior to booking date, a Call sheet/Guest list of all participants (including clients/guests, photographers, filmmakers, production company personnel, agents) who will be on the premises, including pre-prep, prep, wrap, shoot, technical walk-thru's & meeting days must be presented to owner either in person or emailed to lou@arooftopstudio.com or faxed to 212-929-0009.

SHOOT DAYS

Please advise all workers and associates not to arrive earlier than your booked time as the clock starts at the 1st arrival time, regardless of shoot or event start time. A 15 minute grace time will given, after 15 minute "grace period", time will be rounded out to next hour. Please use sign-in sheet for additional rules, available on request. This agreement obligates the undersigned to pay the rental amount listed above and additional unforeseen expenses, such as, but not limited to, those listed above.

"Hot lights" Electricity Fee: \$250 per day

Generator Fee: We suggest you provide a generator for your additional power needs. If your power needs are such that you must tie into our fuse box, we must have prior notice. A qualified union electrician must supervise and shall provide proof of same. No one else shall plug anything into the walls or have access to our fuse box. Lessor assumes all responsibility for generator as well as any damage to established studio power source, fuse box, circuit breaker, etc. An additional fee of \$250 for up to 12 hours for any use of power on a shoot day will be charged. Prep & wrap days will not be charged for power.

GENERAL USE OF FACILITIES

Renter shall comply with all building regulations.

Renter will not affix any decorations to the walls of Studio, such as tacks, nails, pins, adhesives or any other fixative that might cause damage to the painted surfaces. Renter will not bore any holes in the walls and shall not paint, write on, mark or otherwise deface the premises. Any and all damages to the premises shall be the sole responsibility of renter and will be deducted from the security deposit or if said amount is in excess of the deposit, shall be charged to _____.

All decorations, equipment and supplies must be removed at the conclusion of the shoot. All pre-shoot delivery (i.e. props, equipment, etc.), as well as post-wrap pick-up wait times will be charged at 25% of day rate. Should props/equipment/etc. need to be moved to longer term storage area due to subsequent studio booking, an additional fee of \$25 per hour for labor, over and above the 25% will be charged to re-locate items. Any items left after 48 hours, without prior agreement, will be discarded.

Permission to re-paint of walls may be granted with prior permission of owner with the understanding surface will be repainted, corner to corner, floor to ceiling with Benjamin Moore Flat Atrium White upon completion of shoot with any overtime billed for painting time @ \$90.00 for the 1st hour & \$75 per hour thereafter, inclusive of paint cost.

Renter is permitted to bring in outside caterers who will provide the attendees with breakfast, lunch and a coffee break each day. No machinery or power will be required of Louis Jawitz/arooftopstudio.com. No open flames are permitted on the premises.

Any coolers/buckets/containers used must be protected from floors with plastic or other non-sweating material, as to not lift varnish or otherwise damage floors.

All fire lanes, fire exits and emergency exits must be kept clear, unlocked and unobstructed at all times. Any violations of a fire, building or electrical code can lead to the building being shut down by the fire department and any resulting violations are the sole responsibility of renter. Louis Jawitz/arooftopstudio.com and/or 13 East 17, LLC owner is not responsible for events outside their direct control on the premise, around the building, and/or the block or any "Act of God".

No Parking on sidewalk. Street and sidewalk cannot be blocked for loading and unloading.

No more than 5 persons in elevator, at any time.

No overloading elevator with equipment.

Louis Jawitz/arooftopstudio.com will not be responsible for injury to persons, broken items or the elevator itself should proper precautions not be applied when arriving or leaving with shipments.

Trash must be taken out every night and heavy duty trash bags are required, leaks to floors must be cleaned up every night upon leaving the studio.

\$200 per day Trash fee will be charged if trash is not removed as per "General Use of Facilities" guidelines above.

Renter shall be fully and solely responsible for the removal of all equipment. All refuse must be separated, bagged and sealed in accordance with the law before renter leaves the premises. This also includes all final re-painting if necessary.

Arooftopstudio.com reserves the right to show premise during non-sound or shoot time during rental period.

Arooftopstudio.com reserves the right to rent any space that is not covered in the original contract.

PROPS, EQUIPMENT & MATERIALS

All props used from Studio rooms (antiques, chairs, couches, rugs, plants, books, vases, art work, antique clothing, etc.), are to be reserved and rented the day prior to use, at an independently negotiated additional fee. There will be a \$20 per prop charge if used same day to minimize disruption of business.

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 and all items or pay repair/replacement costs within 96 hours.

Renter shall be fully and solely responsible for the removal of all equipment, props, etc.

Signing this contract constitutes you have read, understand and agree to the terms of this contract and that these terms apply to you, your employees and suppliers

Client Signature

A Rooftop Studio

Printable PDF

[Film/Video Contract](#)

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