



374 N. Coast Highway 101, Suite F15, Encinitas, CA 92024

Thank you for your interest in Leucadia PhotoWorks. Please follow the following steps and checklist to confirm your booking reservation.

- **Step 1:** Contact Leucadia Photoworks at 760-230-6372 or Studio@LeucadiaPhotoWorks.com to request a booking time slot.
- **Step 2:** Gather documentation and supporting materials. All of the forms you need to secure the studio are included in this document. The following is a checklist of the documents you will need:
 - LPW Rental Agreement and Waiver of Liability
 - LPW Credit Card Authorization form
 - Certificate of insurance endorsing Donald Miralle Photography LLC, dba Leucadia PhotoWorks for the day of your booking. NOTE: If you do not have business insurance, you can contact <http://www.tcpinsurance.com/photographers/> as they specialize in insurance for photographers.
- **Step 3:** Email scanned copies of your booking documents to studio@leucadiaphotoworks.com or fax to 760-230-6727
- **Step 4:** When your reservation is confirmed you will get an email confirmation and your reservation will appear online at <http://www.leucadiaphotoworks.com/events/category/studio-rental/>

NOTE: your booking is not confirmed until you receive and email and your booking appears in our online calendar.

Leucadia PhotoWorks RENTAL AGREEMENT and Waiver of Liability

RENTAL TERMS

“Company” is Leucadia PhotoWorks. “Premises” includes the studio and parking areas. “Renter” is the person or entity renting Premises or equipment.

RATES

Rental rates are set by the most current version of the Rental Rate Sheet in effect at the time of signing.

PAYMENTS & DEPOSITS

In order to confirm and hold a reservation, all rental fees, plus any refundable leaning/damage deposits must be paid in full at the time of booking. In the case of additional equipment rental added on the shoot day, the rental fee plus damage deposit must be paid by credit card at the time of rental.

CANCELLATIONS

Cancellations of confirmed bookings will result in the following charges:

- 48 hours prior to booking date: A confirmed booking that is cancelled more than 48 hours prior to the booking date and time will incur no charges. All payments will be refunded in full. 24 to 48 hours:
- 24 - 48 hours prior to the booking date: A confirmed booking that is cancelled between 24-48 hours prior to booking will be charged fifty percent (50%) of the basic cost of the total studio rental. The remaining 50% of the basic fee plus all prepaid equipment rental fees, cleaning and damage deposits will be refunded.
- Less than 24 hours prior to the booking date : Cancellations made less than 24 hours prior to the booking date and time will be charged the full fee of the basic studio rental. Prepaid equipment rental fees, cleaning and damage deposits will be fully refunded.

All refunds will be made to the credit card used for the original booking.

If the Company must cancel Renter’s reservation, Renter will be given, in Company’s sole discretion, either rescheduling priority or a full refund. Company is not liable for acts out of its control that affect the shoot, such as building equipment failures, power outages, weather, acts of God or emergencies. In such cases, Company will refund a prorated portion of Renter’s payment.

If cancellation is made more than 24 hours prior to the booking time and date, cancellation fees may be waived by Company, at Company’s discretion, if the session is rebooked within five working days and the Company studio calendar can accommodate the new shoot date and time.

LENGTH OF USE

Rental periods are pre-arranged at the time of booking. Renter’s rental time begins promptly at the designated starting time and ends promptly at the designated ending time. Time includes set up and break-down. Studio must be cleaned and vacated by the end of the rental period. No prior drop-off and/or pick-up after completion of shoot, of equipment, props, etc. unless negotiated at time of rental

contract. Additional fees may apply. Early or extended hours must be worked out and paid for in advance before rental period begins.

CLEANING & TRASH

Renter agrees to leave the Premises and all contents and fixtures in the same condition as they were when Renter arrived. Company will dispose of trash collected in the supplied trash cans. Renter must discard larger items, such as props and set pieces, in the metal disposal bin behind the studio. Disposal of large amounts of garbage due to large sets may also accrue additional costs.

All items brought to the Premises by Renter are to be removed by Renter. Items left after 7 days will be assumed abandoned and may be discarded or kept by the Company for Company use, with no compensation due the renter, at the discretion of the Company.

If Renter does not return Premises to the order and cleanliness found when Renter arrived, Company will charge at minimum a \$50 cleaning fee to be withheld from the cleaning/damage deposit.

STUDIO RULES

- No smoking whatsoever is allowed in the building or within 30ft of any entrance.
- No alcoholic beverages or non-prescription or illegal drugs.
- Children under the age of 15 are not allowed in the upstairs areas.
- Music is to be kept at reasonable levels.
- No one will be admitted who is drunk or under the influence of illegal substances.
- No pets allowed without prior consent of a Company representative.
- Maximum of twelve people in Renter's party. Ask ahead if you have a larger group.

WAIVER OF LIABILITY

Use of Company's Premises and equipment is at Renter's risk. Renter hereby agrees that Company will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to Renter, his party or possessions while on the Premises. Renter holds harmless and indemnifies Company and its owners, agents, representatives, associates, officers, employees, guests and tenants against any suit, claim, loss, accident, judgment, fine, injury or damages, including reasonable attorney's fees. This indemnification shall continue in full force and effect during and after the term of the rental for such causes arising during the term of the rental.

CONDUCT

This is a shared studio and we maintain a professional environment. Renter shall be solely responsible for the conduct and welfare of all persons accompanying Renter while on Company's Premises. Renter agrees that a Company representative may, at Company's sole discretion, be present at all times. If the representative observes or otherwise becomes aware of dangerous, pornographic, illegal or negligent practices or activities, the representative reserves the right to stop the shoot and may require Renter and Renter's party to leave immediately. In such case no refund will be given for unused time. However, Company and its representatives assume no responsibility to act in such cases.

AGE OF MODELS

Renter is solely responsible for verifying that all photographic subjects are of legal age. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to demand proof of parental consent if models or photographic subjects are under the age of 18 and to end those activities if Company becomes aware that legal age violations are occurring. Company is not liable in the case of an invalid ID or any other form of age verification

INSURANCE

Businesses, Individuals, Corporations, Production Companies and other legal entities are required, prior to rental, to present a certificate of general liability insurance and additional insured endorsement naming Donald Miralle Photography LLC, dba Leucadia PhotoWorks as additionally insured on the dates of the rental. The *only* evidence of insurance that will be accepted will be either a Certificate of Insurance and/or a True and Certified copy of the policy. *A blanket/automatic endorsement and/or language on a certificate of insurance is not acceptable.* A sample Certificate of Liability insurance is included in Appendix 1 (page 7) the end of this document.

The following items must accompany the form of evidence provided

- Endorsements: all endorsements must specifically name Donald Miralle Photography LLC, dba Leucadia PhotoWorks
 - Worker compensation waiver of subrogation endorsement (WC 04 04 04 or similar)
 - General liability additional insured endorsement (ISO standard endorsement)
- A typed, legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

EQUIPMENT

Company agrees to provide equipment in good working order, but makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes. Renter shall notify Company immediately of any malfunction, damage or other issues with the equipment.

There is one studio phone line to be used only for incoming calls and emergency outgoing calls. Renter is advised to bring a cell phone.

DAMAGE

Renter shall be solely responsible for any damage to Company's property or equipment that occurs during the time Renter or his party occupies the Premises. Damage deposits will be held until repairs can be made. If the damage exceeds the amount of the damage deposit, Renter agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition. Renter agrees to pay for damage to the Premises including spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces.

ARBITRATION

If the parties are unable to resolve any controversy or claim arising under this Agreement, they agree to submit the dispute or claim to binding arbitration subject to the commercial arbitration rules of the American Arbitration Association. This arbitration will take place in Dallas County, Texas. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of arbitrators of the American Arbitration Association. Each party shall be responsible for its share of the arbitration fees in



accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$400.

MISCELLANY

Licensee shall comply in all respects with all federal, state, county, city, or other local laws, regulations and ordinances and all rules and regulations of any governmental authority, in connection with this Agreement. This Agreement incorporates the entire understanding and agreement between Company and Renter. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of California shall govern this Agreement. The following signatures constitute a legal and binding Agreement between Renter and Company.

Renter Signature Renter Print Name

LPW rep signature LPW rep name

Lucadia PhotoWorks. 374 N. Coast Highway 101, Suite F15, Encinitas, CA 92024

Leucadia PhotoWorks Credit Card Authorization Form

Cardholder Name: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ Mastercard _____ Discover _____ AmEx

Credit Card Number: _____

Expiration Date: _____

Card Identification Number (last 3 digits located on the back of the credit card or 4 digits on front of AMEX): _____

Amount to Charge: \$ _____ (USD)

I authorize _____ to charge the agreed amount listed above to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Print Name, Sign and Date Below:

Signed: _____

Dated: _____

Name: _____

Once signed return the completed form to: Studio@LeucadiaPhotoWorks.com or fax to 760-230-6727

Appendix 1: Sample Certificate of Liability Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER INSURANCE AGENT ADDRESS			CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):		
INSURED RENTING ENTITY			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A : INSURANCE COMPANY NAME				
			INSURER B :				
			INSURER C :				
			INSURER D :				
			INSURER E :				
INSURER F :							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			POLICYNUMBER	BEGINS	ENDS	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			POLICYNUMBER	BEGINS	ENDS	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$ DED \$ RETENTION \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/> N / A	POLICYNUMBER	BEGINS	ENDS	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
DONALD MIRALLE PHOTOGRAPHY, LLC DBA: LEUCADIA PHOTOWORKS, ITS BOARD, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES AND RICHARD MEYERSON AND LINDA KATZ MEYERSON DBA: THE TRAVEL TRUST BUILDING ARE ALL NAMED ADDITIONAL INSURED PER ATTACHED ENDORSEMENT. PRIMARY AND NON-CONTRIBUTORY WORDING AND WAIVER OF SUBROGATION REQUIRED WHEN AVAILABLE.							
CERTIFICATE HOLDER				CANCELLATION			
DONALD MIRALLE PHOTOGRAPHY, LLC DBA: LEUCADIA PHOTOWORKS 374 N. COAST HIGHWAY 101 #F15 ENCINITAS CA 92024				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			