

# RELEASE AND HOLD HARMLESS AGREEMENT & INSURANCE REQUIREMENTS

## TRENDY INCORPORATED

196 NW 24 Street  
Miami, FL 33127  
786-344-6660  
305-438-4243

### A. Definitions

#### CLIENT

#### TRENDY STUDIO

Includes any of the spaces owned by Trendy Incorporated, including but not limited to Studio 1, Loft Studio and any of the flexible and common areas, located at 194 and 196 NW 24 Street, Miami, FL 33127.

### B. Insurance Requirement

Prior to beginning shoot, a Certificate of Insurance is required from a CLIENT. The Certificate must name Trendy Incorporated as "Certificate Holder" and also as a "Loss Payee" in respect to any claims arising out of the rental and use by CLIENT of TRENDY STUDIO.

#### 1. Commercial General Liability

- a. Minimum \$1,000,000 each occurrence
- b. Minimum \$1,000,000 General Aggregate

#### 2. Worker's Compensation with statutory limits, including employer's liability.

### C. Agreement to Release and Hold Harmless

CLIENT agrees to release and hold harmless Trendy Incorporated and their Officers, employees, agents and/or representatives from any and all direct, indirect, special or consequential damages or costs, legal or otherwise, which CLIENT may incur as a result of renting TREND Y STUDIO and during the course of this agreement. In submitting this release, CLIENT acknowledges and represents that CLIENT has read the foregoing and understands it; no representations apart from the foregoing written agreement have been made; and CLIENT executes this Release/Agreement for adequate consideration fully intending to be bound by the same.

CLIENT further agrees to never prosecute or in any way aid in the prosecuting of any demand, claim or suit against Trendy Incorporated, and any officer, agency, or any employee acting officially or otherwise, for any loss, damage or injury to CLIENT or property that may occur as a result of renting TRENDY STUDIO. CLIENT understands and agrees to be held liable for any damage or loss to Trendy Incorporated that is

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caused by CLIENT's own negligence, gross negligence, willful misconduct or fraud. CLIENT also understands and agrees to be held liable for any damage or loss to any third party that is caused by CLIENT's own negligence, gross negligence, willful misconduct or fraud. CLIENT further agrees to be solely responsible for any production equipment and/or personal valuables left overnight in TRENDY STUDIO or surrounding facility.

CLIENT assumes responsibility for any person or company, including but not limited to any Agency, Photographer, Production Company, Independent Producer, Director, Agent, Assistant, Make-up Artist, Stylist, or any other member of a production crew that is part of a production that operates in TRENDY STUDIO during the course of this Agreement.

## D. Terms of TRENDY STUDIO Use

Payment in full is due on or before date of use in the form of cash, company check or wire transfer (we will send you wire instructions). The full rate is based on up to 10 hours, including set-up to takedown time. Prep and takedown days are 50% of the shooting rate per day. Time begins when the first crew member arrives and ends when the last crew member leaves. To reserve the Studio, this signed agreement and an advance security deposit of 50% is required. Same shall serve as cleaning/painting deposit, and will be returned or credited at the end of the production. CLIENT is responsible for leaving the Studio as clean and neat as they found it. TRENDY STUDIO reserves the right to refuse rental for any reason. Cancellations are accepted up to 72 hours of scheduled rental. Cancellations less than 72 hours notice forfeit their deposit. Standard Studio hours are 8AM to 6PM, Monday to Sunday, but are flexible.

## E. Rental Confirmation

This agreement confirms the rental of TRENDY STUDIO for the day(s) and rates specified here and obligates the undersigned to pay the amount of the rental noted below, including and additional unforeseen expenses incurred during the dates of the rental. Unforeseen expenses might include, but are not limited to, additional rental days, overtime, photo and office supplies, equipment rental, damages, cleanup fees, props, etc. The undersigned also warrants that he/she is fully authorized to enter into this agreement.

Approved and Accepted by \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position or Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ e-mail: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Rental Dates: **FROM** / / **TO** / /

Total Rental Amount: **US\$**