

CONDUCT

This is a shared building and we maintain a professional environment. Photographer shall be solely responsible for the conduct and welfare of all persons accompanying Photographer while on Plank & Pearl’s Premises. Photographer agrees that a Plank & Pearl representative may, at Plank & Pearl’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 Photographer and Photographer’s party to leave immediately. The authorities will be alerted to any illegal activities witnessed by Plank & Pearl representative. In such case no refund will be given for unused time. However, Plank & Pearl and its representatives assume no responsibility to act in such cases.

AGE OF MODELS

Photographer is solely responsible for verifying that all photographic subjects are of legal age or accompanied by a parent or legal guardian. Plank & Pearl has no responsibility to determine or verify the age of participants in the Photographer’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 Plank & Pearl becomes aware that legal age violations are occurring. Plank & Pearl is not liable in the case of an invalid ID or any other form of age verification

INSURANCE

Businesses, Corporations, Production Companies and other legal entities may be required, prior to rental, to present a certificate of general liability insurance naming Plank & Pearl, Inc. as additionally insured on the dates of the rental. If so required, Photographer’s liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall be Commercial General Liability with a minimum of \$1,000,000 per occurrence & annual aggregate.

EQUIPMENT

Plank & Pearl agrees to provide equipment and props in good working order, but makes no special guarantees as to said props and equipment’s functionality or suitability to Photographer’s purposes. Photographer shall notify Plank & Pearl immediately of any malfunction, damage or other issues with the equipment. There is no studio phone service provided. Photographer is advised to bring a cell phone. WiFi Internet service is available during the rental period. Code for access will be provided in the rental agreement.

DAMAGE and INDEMNITY

Photographer shall be solely responsible for any damage to Plank & Pearl’s property or equipment that occurs during the time Photographer or her/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, Photographer agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition. Photographer agrees to pay for damage to the Premises including spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces. Photographer shall defend, indemnify and hold Plank & Pearl, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Photographer in performance of this Agreement, except for injuries and damages caused by the sole negligence of Plank & Pearl.

ARBITRATION and MISCELLANY

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 Jefferson County, Colorado. 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 \$100.

Photographer 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 Plank & Pearl and Photographer. 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 Colorado shall govern this Agreement. The following signatures constitute a legal and binding Agreement between Photographer and Plank & Pearl.

Photographer Commitment

Signature: _____

Print Name: _____

Plank & Pearl

Name (if _____

applicable): _____

Address: City/ _____

State/Zip: _____

Phone: _____

Plank & Pearl Representative

Signature: _____

Print Name: _____

Plank & Pearl, Inc.

Address: 8800 W 14th Ave

City/State/Zip: Lakewood CO 80215

Phone: 303-921-0866