



STUDIO BOOKING AGREEMENT

This Agreement is made by and between Left Space, a California corporation, ("Left Space") and the undersigned ("Licensee"). Left Space is entitled to the exclusive possession of certain real property situated in the City of San Francisco, commonly described as 2055 Bryant Street, San Francisco, California 94110 (the "Real Property"). Licensee desires to obtain permission to perform certain acts upon the Real Property, subject to the following terms and conditions:

Left Space licenses to Licensee a limited and nonexclusive personal privilege to temporarily use the particular area of the Real Property that is selected at the end of this Agreement (the "Space") for the purpose of entering and exiting the Space, the shooting of photography, or such other use approved by Left Space (the "License"). Licensee may not use the Space for any other purpose or business whatsoever without obtaining Left Space's prior written consent. Licensee shall hold no interest, estate or tenancy of any kind in the Space or in the Real Property. Licensee must use reasonable care and may not unreasonably increase burden on the Real Property. The License is terminable at the will of Left Space and may be revoked by Left Space at any time.

Licensee shall pay Left Space for the License as provided in the estimate issued by Left Space. Daily rates are based on a 10-hour workday (8:30 a.m. to 6:30 p.m.) and a 5-day workweek (Monday through Friday). Any use outside of these hours during the workweek results in staffing fees of \$100 per hour; Saturday and Sunday rentals are \$325 for the first 10 hours and \$100 for each additional hour. Left Space's studio manager has complete authority to decide all matters that affect Licensee's use of the Space regardless of whether or not Licensee incurs such charges. This signed Agreement and a 50% deposit are required to confirm a reservation of the Space. The balance is due and payable prior to or at the time of Licensee's departure from the Space. Any additional balance for any hourly use shall be paid immediately upon Licensee's ending use of the Space.

Special advance permission and reservation must be obtained for any painting or other modification of any kind to the Space. Licensee shall pay all costs for returning the Space to its original condition, to Left Space's complete satisfaction, as determined by Left Space's sole discretion. Upon departure the Space shall be left in a "broom clean" condition and in the same condition and repair as when the Licensee began use. Upon request Licensee shall immediately pay Left Space for all repairs, reconditioning charges, and any damage of any kind to the Space, the Real Property or to equipment, and Licensee will forfeit any deposit against payment of such charges.

If Licensee postpones or cancels any License reservation, in whole or in part, on less than two full business days' prior written notice or without first obtaining Left Space's written consent, Licensee shall pay Left Space 50% of the estimated fees. If Licensee postpones or cancels with less than one full business day's prior notice, Licensee shall pay 100% of Left Space's estimated fees. Left Space may apply Licensee's deposit toward any such postponement or cancellation fees or charges. Licensee shall in any event pay all expenses and charges incurred in connection with any postponed or cancelled License reservation.

Licensee shall furnish a Certificate of Proof of Insurance ("Certificate") when the reservation is confirmed. Licensee may not use the Space unless a valid Certificate is provided to Left Space. If Licensee fails to provide such Certificate, Left Space shall have the right to refuse Licensee use of the Space and Licensee shall immediately pay all damages, fees and charges, including those for postponement and cancellation. Each Certificate shall name Left Space as an additional insured and loss payee. The Licensee's insurance coverage will insure Licensee and Left Space against liability for injury to persons, damage to property, and death of any person occurring in or about the Space. Licensee shall at its expense and for the duration of the License obtain and continue in full force and effect a comprehensive policy of liability insurance, including property damage and personal liability insurance, in an amount of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage. The insurance shall include workers' compensation coverage for each independent contractor and/or employee of Licensee that is present during Licensee's use of the Space. Upon request, Licensee shall provide Left Space with a copy of the policy, including an endorsement that states that the policy will not be cancelled except after 10 days' notice in writing to Left Space. The policy is subject to Left Space's approval as to form and content.

Left Space shall not be liable for the loss of or damage to Licensee's property by theft or otherwise, nor for injury or damage to persons or property resulting from fire, explosion, power failure, gas, water, or any other cause whatsoever. Left Space will be excused from performing any of its obligations under this Agreement by reason of occurrences or circumstances beyond its reasonable control. It is Licensee's sole and complete responsibility to obtain appropriate liability insurance, including for damage to Licensee's property, to cover any potential loss and liability of Licensee. Licensee waives all claims against Left Space for damages to all personal property in, on, or about the Real Property, and for injuries to the persons in or about the Real Property, from any cause arising at any time. Licensee shall defend, indemnify and hold harmless Left Space for any damage or injury to any person or personal property of any person, arising from Licensee's use of the Real Property, and/or Licensee's failure to keep the Space and surrounding areas clean and in good condition. Left Space shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Real Property or any occupant of adjoining property. Licensee shall pay for any damage to the Real Property, as well as any damage to occupants of the Real Property and to the property of those occupants caused by Licensee's misuse or negligence. In addition, Licensee shall defend, indemnify, and hold Left Space and Left Space's agents, employees, other representatives, guests, and other licensees, harmless from any and all claims, liabilities, damages, and expenses of any kind, including attorneys' fees, arising from or relating to the License and/or Licensee's use of the Real Property including but not limited to all acts and omissions of Licensee in or about the Real Property. Under no circumstances shall Left



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Space be liable for general, consequential, incidental or special damages arising from this Agreement, the License, Licensee's use of the Space, or any acts or omissions of Left Space. All obligations of Licensee and its insurance carriers and all insurance coverage for any and all acts and omissions that occurred during Licensee's use of the Real Property shall survive the termination of this Agreement. Even if the License to use the Space fails, Left Space's entire liability shall in no event exceed the fees paid to Left Space.

This Agreement contains all of the agreements and understandings of Left Space and Licensee regarding the License and the Space and supersedes any and all prior representations and agreements of any kind regarding the License. Neither Left Space nor Licensee shall be bound by any representation, warranty, term, condition or other provision other than may be expressly stated in this Agreement. No waiver or modification may be made to any term or condition contained in this Agreement unless in writing and signed by Left Space and Licensee. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement. Any provision of this Agreement which shall be held by a court of competent jurisdiction to be invalid or void for any reason shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect.

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. The License is personal to Licensee and shall not be assigned or transferred by Licensee. Any attempt by Licensee to assign or transfer the License shall automatically terminate all of Licensee's rights under this Agreement. Nothing in this Agreement shall constitute a partnership between, or joint venture by, Left Space and Licensee or constitute either party the agent of the other. Neither party will act as an agent of the other, and neither party shall become liable for the representation, act or omission of the other contrary to the provisions of this Agreement. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any third party whether referred to herein or not.

The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding the conflict of laws rules of California. The unpaid amount of any fees or charges due to Left Space from Licensee will incur a late payment charge of 1.5% per month. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their attorneys' fees and all litigation expenses. No lawsuits pertaining to or arising out of this Agreement shall be instituted in any place other than San Francisco, California. This Agreement shall be construed in accordance with its terms and shall not be construed more favorably for or more strongly against Left Space or Licensee.

COMPLETE AND FAX TO (415) 285-8308

- STUDIO RED**
Daily Rate \$1100 _____
- STUDIO GREEN**
Daily Rate \$650 _____
- STUDIO BLUE**
Daily Rate \$650 _____
- STUDIO BLACK**
Daily Rate \$1800 _____
- SUITE RED**
Daily Rate \$150 _____
- SUITE GREEN**
Daily Rate \$150 _____
- SUITE BLUE**
Daily Rate \$150 _____

START DATE: _____ **Call Time:** _____ **NOTE:** Overtime charges are \$100/hour outside of business hours,
END DATE: _____ **Wrap Time:** _____ Monday-Friday 8:30am-6:30pm, and \$325/day Saturdays & Sundays.

SIGNATURE: _____ **DATE:** _____
 Print Name: _____ Email: _____
 Title: _____ Office Phone: _____
 Company: _____ Mobile Phone: _____
 Address: _____

PAYMENT METHOD: Check Credit Card
 Credit Card #: _____ Expiration: _____ Security Code: _____
 Billing Name & Address (if different from above): _____

LEFT SPACE:
 Name: _____ Signature: _____ Date: _____