



## FAT EYE STUDIOS, INC., RENTAL AND LICENSE AGREEMENT

Grantor: Fat Eye Studios, Inc., ("Grantor"), 4466 Worth Street, Unit G, Los Angeles, California 90063.

| Licensee: | Authorized Representative | Production Company | Client |
|-----------|---------------------------|--------------------|--------|
| Name:     | _____                     | _____              | _____  |
| Address:  | _____                     | _____              | _____  |
|           | _____                     | _____              | _____  |
|           | _____                     | _____              | _____  |

1. *Grant of License.* This Agreement provides Licensee with a nontransferable and limited use of the Licensed Space for the term specified herein, in accordance with the provisions of this agreement.

2. *Term.* This Agreement shall become effective and remain in full force for the following dates:

- a. *Prep days:* \_\_\_\_\_ to \_\_\_\_\_ at \$ \_\_\_\_\_ per day
- b. *Shoot days:* \_\_\_\_\_ to \_\_\_\_\_ at \$ \_\_\_\_\_ per day
- c. *Wrap days:* \_\_\_\_\_ to \_\_\_\_\_ at \$ \_\_\_\_\_ per day

3. *Studio Rental and License Fee.*

- a. The total License Fee due for Studio Rental is \$ \_\_\_\_\_, and it is due Twenty-four (24) hours **prior** to the start of the Term.
- b. Overtime beyond Twelve (12) hours shall be charged at a rate of \$250.00 per hour.
- c. *Additional Rentals.*

i. Filming and production taking place in and around exterior "driveway," "parking lot," shall require fees and insurance certificates in addition to those for The Annex Studio.

- 1. Please advise us of the scope of the proposed exterior production, so that we may approve it. We must consider how the proposed exterior production would affect our neighboring businesses.

ii. *Equipment Rentals*

\*Leave blank if not known at the time of signing. It will be invoiced.\*

|                           |                        | <i>Rental Fee</i> |
|---------------------------|------------------------|-------------------|
| <i>Art Dept.</i>          | Prop and Wall Flat Fee | _____             |
|                           | Wall Flat Fee          | _____             |
|                           |                        | _____             |
| <i>Production Rentals</i> | Tables/Chairs/Fans     | _____             |
|                           | AC Unit                | _____             |

*Cyc Wall Fee* (to repaint floor white) \_\_\_\_\_

***Rentals that are not returned in original condition will be charged the cost of replacement.***

4. *Licensed Space.* The Licensed Space consists only of the space known as Unit E or the "The Annex Studio," of 4466 Worth Street, Los Angeles, CA 90063, and is not a certified stage.

- a. Licensee is responsible for obtaining their own permits from **Film LA** and **LA County**, **NOT CITY OF LOS ANGELES**. (4466 Worth is bisected by the City/County boundary, and Fat Eye Studios is therefore under the jurisdiction of the County, not the City)

- b. **PLEASE LEAVE STUDIO IN ORIGINAL CONDITION: I.E. TRASH, PAINT ON FLOOR, LEFTOVER PROPS, ETC.**
  - c. Should licensee not return Licensed Space to the condition in which they found it, **LICENSEE WILL BE CHARGED A CLEANING FEE.** The cleaning fee shall be at least \$300, depending on the degree of damage to the space and floor.
5. *Responsibilities and Usage.*
- a. If Licensee paints the Cyclorama *Floor* a color other than white, then a fee of \$\_\_\_\_ will be charged, unless Licensee paints it themselves with Grantor approved paint.
  - b. If Licensee paints the Cyclorama *Wall and Floor* a color other than white, then a fee of \$\_\_\_\_ will be charged, unless Licensee paints it themselves with Grantor approved paint.
  - c. If any Flats are used by Licensee, then Licensee shall return them to their flat carts, properly anchored, per Grantor's approval.
  - d. If Licensee uses any of Grantor's props, then Licensee shall return the props to their proper storage area.
  - e. Licensee acknowledges that any items of Licensee's, their employees', contractors', etc., personal property are brought into and maintained in the Licensed Space at Licensee's sole risk. Grantor is not responsible for lost, stolen, damaged or moved personal property.
  - f. Licensee shall employ and have absolute control, supervision, and responsibility over any operators or users of the Licensed Space.
  - g. Grantor agrees to not engage in any activities that would hinder or disrupt Licensee's exercise of their License, so long as Licensee is not in default of this agreement.
  - h. Licensee shall: not block any adjacent driveways; keep exterior noise levels to a minimum so as to respect neighboring businesses and residential properties; be responsible to provide their own security for sets, props, equipment and vehicles at the Licensed Space; be responsible for general maintenance and cleaning of the studio spaces and facilities at all times during the operation of this Agreement; not make nor permit to be made any use of the Licensed Space which would violate any of the terms of this Agreement or any applicable statute, ordinance or government regulations, or which may be dangerous to life, limb or property, including any City, County, or State rules, ordinances, or regulations regarding COVID protocols.
6. *Ownership of Recordings & Portrayal.* Any and all rights of every kind (including but not limited to copyrights) in and to all photographic, film, video, sound, or other recordings or works of authorship obtained from the exercise of the permission herein granted shall be and remain vested in Licensee, its successors, and assigns.
- a. Grantor hereby acknowledges that, unless otherwise specified in this agreement, Licensee is not required or expected to depict the Property in any particular fashion in the Film.
  - b. Grantor shall not have any right or action against the Licensee or any other party arising out of any use of the above photographs, film, video, and sound recordings.
7. *Agreed Uses.* Grantor's grant of a License to Licensee includes the privilege to enter and use the Licensed Space, but only for the following Agreed Uses. These include and are specifically limited to all of the following:
- a. Reasonable access to the grounds, buildings and fixtures of the Licensed Space;
  - b. Ability to access and use power outlets, utilities and driveways;
  - c. The ability to bring in camera(s), lighting and recording equipment, and other audio-visual tools as needed, along with any personal effects, props, catering and refreshments.

- d. Art manufacturing including photography, audio, video and film production,
  - e. Grantor makes no warranty or representation as to the fitness of purpose or suitability of the Licensed Space for the Licensee's use, or as to the safety thereof, or as to the other occupants of the Premises, it being irrefutably presumed that Licensee has satisfied itself thereof, and that the Licensee shall use the Licensed Space at its sole risk. Licensee has inspected the Premises and the Licensed Space and accepts the same "as is" and "where is" and agrees that Grantor is under no obligation to perform any work or provide any materials to prepare the Premises or the Licensed Space for Licensee. Licensee further acknowledges that Grantor is under no obligation to purchase and/or maintain any insurance for the benefit of Licensee.
  - f. Licensee specifically acknowledges that Fat Eye Studios is not a sound insulated stage.
  - g. Licensee hereby acknowledges and is advised that neither Grantor nor the Licensed Space is a Certified Stage. Consequently, Licensee is responsible for obtaining any required filming permit from Film LA or other authority at their own expense.
8. *Special Effects and Safety.*
- a. Licensee agrees that any use of pyrotechnics (flashboxes, firearms, smoke, interior fireworks, cannons, open flame of any kind, explosions, etc.) must be approved in writing by Grantor in advance of any such use, and that any and all pyrotechnics shall be supervised by a licensed pyro technician and comply with any and all applicable laws, rules and ordinances, and Licensee shall obtain all necessary permits and permissions.
  - b. Any fog or stage smoke effect(s) must use a water-based preparation.
  - c. No firearms or illegal substances are permitted inside or outside the Property including the parking lot.
9. *Physical Modifications.* Licensee may place any necessary facilities and equipment, including temporary sets, on the Licensed Space but only in those areas so designated by Grantor. leaving same in as good a condition as when Licensee entered it.
- a. Licensee agrees to remove any temporary equipment or sets that it installs after completion of its work, including removal of trash and sweeping or vacuuming the floor, or Licensee shall be responsible for the payment of a cleaning fee.
10. *Insurance.* Licensee agrees to maintain, at Licensee's sole expense, a policy or policies of Comprehensive or Commercial General Liability insurance, including bodily injury and property damage covering the Licensed Space, including contractual liability with limits of not less than **\$2,000,000** per occurrence, and **\$4,000,000** in aggregate.
- a. Licensee shall provide Grantor with a certificate of insurance and any other required documents evidencing such coverage and naming Grantor and Owners as additional insureds.
    - i. Grantor: Fat Eye Studios, Inc., ATTN: Brian Boehner, 4466 Worth Street, Unit E, Los Angeles, CA 90063.
    - ii. Owner(s):
      - 1. Roman Empire, LLC, 4466 Worth Street, Los Angeles, CA 90063.
      - 2. Elisa Amezquita, 4466 Worth Street, Los Angeles, CA 90063
  - b. Licensee also agrees to maintain any and all other policies of insurance required by California law, including, without limitation Workers' Compensation insurance covering its own employees and/or workers.

- c. **Licensee shall provide evidence of all insurance** above, and such certificate(s) shall specify that coverage will not be canceled, materially changed, or reduced without providing 30 days written notice to Grantor.
  - d. At its own expense and at all times during the term hereof, Licensee shall procure and maintain insurance that fully covers the risks and indemnity obligations assumed by Licensee under this Agreement.
11. *Late Payment*
- a. Should Licensee fail to pay the License Fee **within Thirty (30) days of the start of the Term**, then **a late fee of Five Percent (5%)** of the License Fee shall also be promptly due and owing.
  - b. Should Licensee then fail to pay the License Fee including the late fee within the next Three (3) days thereafter, that being Thirty-Three (33) days from the start of the Term, then Grantor may declare Licensee to be in Default of this Agreement.
12. *Waiver of Claims.* Licensee shall indemnify and hold Grantor, Owners and all other parties lawfully in possession of the Premises and/or the Licensed Space, including Grantor's guests and employees harmless from and against any loss, damage or liability of any sort whatsoever resulting from (i) any default in observing the terms and conditions of this Agreement and/or (ii) any willful or negligent act on the part of the Licensee, its agents, employees, or invitees, or persons permitted on the Premises and/or the Licensed Space by Licensee.
- a. Licensee expressly agrees to waive, and agrees not to make any claim against Grantor for damages, direct, consequential or otherwise, arising out of (i) any failure to furnish any services at the Premises and/or the Licensed Space, any error or omission with respect thereto, any delay or interruption of same, (ii) injury to or death of persons in or about the Premises and/or the Licensed Space, (iii) loss or damage to Licensee's property in or about the Premises and/or the Licensed Space, and (iv) claims arising by reason of any of the foregoing.
  - b. Licensee shall indemnify, defend and hold Grantor, Owners and all other parties lawfully in possession of the Premises and/or the Licensed Space, including Grantor's guests and employees harmless from an and all claims, losses and liabilities arising from Licensee's use of the Licensed Space, Licensee's conduct of its business and/or operations at the Licensed Space; any activity, work or occurrence which may be permitted or suffered by Licensee in or about the Licensed Space; any and all costs, damages, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, including negotiations in connection therewith.
  - c. Licensee hereby assumes all risk of damage, theft or trespass to property, or injury or death to persons in or about the Licensed Space from any cause, and Licensee hereby waives all claims in respect thereof against Grantor and Owners.
  - d. The foregoing notwithstanding, Licensee does not waive any right or claim against Grantor or Owner with respect to any grossly negligent or intentional acts of the Grantor or Owner including their respective employees, contractors, agents, representatives, invitees, and all other parties lawfully granted possession of the Premises and/or the Licensed Space by Grantor or Owner.
13. *Notices.* All notices, requests, demands and other communications related to this Agreement shall be in writing and shall be delivered either by personal messenger or be sent by overnight delivery, or by regular or certified first-class mail, postage pre-paid, deposited in the U.S. Mail and properly addressed to the receiving party at the address appearing below their signature herein.
- a. Notices are deemed made and given: on the day they are delivered, if sent by messenger; or on the day following if placed in the possession and control of an overnight delivery service,

if sent by overnight delivery; and on the third business day, if deposited in the United States mail, if sent by first class mail.

14. *Liability Release.* As an additional consideration for Grantor providing the Licensed Space as well as the services described in this Agreement, Licensee agrees on behalf of itself, its assigns, heirs, distributees, guardians, and legal representatives that it will not make any claim against, sue, proceed against and/or attach the property of either Grantor and/or Owners on account of any injury or damage resulting from the negligence or other acts, howsoever caused, by Grantor and/or Owners and or any employee, agent, servant, or contractor of Grantor and/or Owners as a result of their providing the Licensed Space described herein, as well as the performance of the services described in this Agreement and/or any additional services resulting therefrom. Licensee does hereby forever release and discharge Grantor and/or Owners from any and all actions, lawsuits, claims, demands, rights, cases, proceedings that Licensee, on behalf of itself, its ancestors, dependents, heirs, executors, administrators, affiliates, representatives, officers, directors, trustees, assigns, attorneys, legal representatives and successors may have for any injury, or damage, either financial, physical, emotional, psychological or of any other type resulting from the providing of the Licensed Space as well as the performance of any services in connection with this Agreement and/or any additional services therein.
15. *Assignment and Sub-licensing.* No assignment or sub-licensing of the Licensed Space, or any part thereof, shall be made by Licensee without Grantor's prior written consent.
16. *Execution by Licensee.* The parties executing this Agreement on behalf of the Licensee warrant(s) and represent(s) that such executing parties have complete and full authority to execute this Agreement on behalf of Licensee; and that Licensee shall fully perform its obligations hereunder.
17. *Exhibits.* This Agreement includes the following Exhibits, attached hereto and made a part hereof:
18. *Entire Agreement.* This Seven (7) page Agreement embodies the entire understanding between the Parties relative to its subject matter, and shall not be modified, changed or altered in any respect except in writing signed by each of the Parties. This Agreement, including any and all attachments, appendixes and/or supplements, supersedes any and all prior or contemporaneous agreements, whether written or oral, between the Parties with respect to the subject matter addressed herein. Each party acknowledges that no representations, inducements, promises, or agreements have been made, either orally or in writing, by either party, or anyone acting on their behalf, which are not contained in this Agreement. This Agreement constitutes the full and complete agreement of the Parties regarding its subject matter and any prior agreements, promises, negotiations, representations or arrangements are hereby superseded and are of no force or effect.
19. *Miscellaneous.*
  - a. No failure of the Grantor to insist upon the strict performance of any term or condition of this Agreement, or to exercise any right or remedy available for a breach thereof, nor any acceptance of full or partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or any such term or condition.
  - b. No term or condition of this License required to be performed by Licensee and no breach thereof shall be waived, altered or modified, except by a written instrument executed by Grantor.
  - c. Neither Party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement which such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such Party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, wars or civil disturbances, terrorism, acts of civil or military authorities, embargoes, epidemics,

pandemics, delays in transportation, and inability to obtain necessary supplies or manufacturing facilities, accidents, shortages of transportation facilities or fuel, energy or materials and any other governmental actions or regulations which would prohibit either Party from ordering or furnishing the services or products required under this Agreement, or from performing any material aspect of the obligations hereunder. If the performance of any act required by this Agreement is prevented or delayed by reason of such unforeseen circumstances or causes beyond the reasonable control of either Party to this Agreement, then no liability shall exist upon the part of either Party and the time for performance shall be extended for a period equal to the duration of any such delay.

- d. Each term, provision and obligation of this License shall be construed as both a covenant and condition.
- e. This Seven (7) page Agreement embodies the entire understanding between the Parties relative to its subject matter, and shall not be modified, changed or altered in any respect except in writing signed by each of the Parties.
- f. This Agreement may be executed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument of this Agreement. This Agreement, to the extent delivered by means of a facsimile machine or electronic mail (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms hereof and deliver them in person to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature of agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.
- g. The Parties acknowledge and agree that this Agreement shall be governed by the laws of the State of California, as to all matters including, but not limited to, matters of validity, construction, effect, performance and liability, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California. The Parties grant to the Superior Court for the County of Los Angeles, State of California or United States District Court for the Central District of California located in Los Angeles, California, jurisdiction to hear any dispute arising from this Agreement.
- h. Mediation. Any dispute between the Parties as to their respective rights and obligations under this Agreement, or regarding enforcement of the provisions of this Agreement shall be submitted first to mediation as the Parties desire to resolve any controversy or claim arising out of this Agreement through mediation. Therefore, it is agreed that any such disputes shall be submitted to by either ADR Services, Inc., or Judicial Arbitration and Mediation Services, Inc. ("JAMS") for mediation prior to instituting any action under arbitration or a law suit in the civil courts. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action.
- i. Attorney's Fees. In the event that any Party to this Agreement should be required to institute legal action to enforce the provisions of this Agreement, the prevailing party to such action,

whether by litigation or arbitration, shall be entitled to an award of reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers on the date(s) set forth below have executed this Agreement.

Grantor: FAT EYE STUDIOS, INC.

Licensee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_