



Ciel Creative Space
 Mail: 932 Parker St. #3
 Studios 1-4: 2611 8th St
 Studios 5-8: 2603 8th St
 Berkeley, CA 94710
 510-898-1586

Booking Confirmation

PROJECT:	[Project Name]	DATE:	[Today's Date MM/DD/YY]
CLIENT:	[Company Name] [Street Address] [City, State Zip]	PAYMENT METHOD:	<input type="checkbox"/> Bank Transfer <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card* <i>*Credit Cards are subject to a 5% processing fee.</i>
CLIENT CONTACT:	[First Last Name] [Email] [Phone Number]	BILLING CONTACT:	[First Last Name] [Address] [Phone Number]
PROJECT TYPE:	[Photo, Video, Event]	CIEL CONTACT:	Miriam Jones 510.501.4740

CONFIRMATION OF BOOKING RATES ARE AS FOLLOWS

SPACE(S) RENTED:	BOOKING PERIOD:	HEAD COUNT:	START TIME:	END TIME:	DAYS BOOKED:	BASE RATE PER DAY:	BASE RATE TOTAL:
	MM/DD/YY or MM/DD-MM/DD YYYY		00:00AM	00:00PM		\$	\$
WEEKEND or [OTHER FEES]							[delete if N/A]
TOTAL DISCOUNT							[delete if N/A]
TOTAL STUDIO FEE*							\$

NOTE: The above rates are estimates. Any additional fees incurred shall be due and payable according to the terms and conditions of this Agreement.

*50% Studio Fee is required to hold Booking Period. Included (All): Access to lounge and cafe. Included (Studio 1 & 2): cycs, lighting grid, mezzanine, kitchenette, lounge area, up to 2 parking spots. Overtime Rates apply with respect to any use of the Studio for periods in excess of 10 hrs and/or before 8:00a or after 6:00p.

STUDIO EXTRAS (Final estimate to be provided in separate invoice upon receipt of list)

EQUIPMENT RENTALS (Final estimate to be provided in separate invoice upon receipt of list)

Client ("Client", "you" or "your") agrees to rent from Ciel Creative Space, LLC ("Company", "we", "us" or "our") (i) the Studio, (ii) Equipment (iii) Vehicle(s) and/or (iv) the Services, listed on this Booking Confirmation during the Booking Period, subject to the Company's standard Terms and Conditions (the "Terms") set forth below and any written schedule, estimate or addendum executed by Client and Company (collectively the "Agreement"). The Terms and schedules are incorporated into this Booking Confirmation. The Agreement shall be effective only when: (i) Company receives a copy of this Booking Confirmation signed by the Client; (ii) receives Client's certificate of insurance as required by Section 15 of the Terms, (iii) Company countersigns the Confirmation of Rental section below with a fully executed copy provided to Client, and (iv) Client pays 50% studio fee deposit.

AGREED AND ACCEPTED THIS _____ DAY OF _____, 20 _____

Signature

Print Name & Title

CONFIRMATION OF RENTAL: Subject to the terms and conditions of this Agreement set forth below, Company confirms the booking of the Studio, Equipment (if any), and any Services for the Booking Period by Client.

Company Signature

Company Representative Name & Title

Terms And Conditions

Our Terms and Conditions may be long and a bit dull, but it's important that you read them carefully to understand your rights, protections, and obligations, as well as ours, in connection with your receipt and use of the Services provided by Ciel Creative Space. Please contact us at hello@cielcreativespace.com if you have any questions regarding these Terms and Conditions.

1. RATES

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

2. PAYMENTS & DEPOSITS

- a. In order to confirm and hold a reservation, all rental fees, plus any refundable cleaning/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 or cash deposit at the time of rental.
- b. Any invoices due under this Agreement that are not paid within thirty (30) days of such billing are subject to a 5% late fee.
- c. Company reserves the right to use any and all means of collection available under applicable law to collect any amount past due.

3. CANCELLATIONS

- a. Cancellations of confirmed bookings will result in the following charges:

DATES	TERMS
72 hours or more prior to rental date	A confirmed booking that is cancelled more than 72 hours prior to the booking date and time will incur no charges. All payments will be refunded in full.
24 to 72 hours	Cancellations made from 24 - 72 hours prior to the booking date and time 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	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.

- b. All refunds will be made to the credit card used for the original booking once Renter's payments and deposits have cleared the Company's account. Company reserves the right to charge a 4% processing fee for the refund of any basic rental fee due to cancellation.
- c. 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.
- d. 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 re-booked within five (5) working days and the Company studio calendar can accommodate the new shoot booking date and time.

4. LENGTH OF USE

- a. 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.

5. ELECTRICAL USAGE

- a. Studio rental fee is based on the use of strobe lighting. If hot lights are used, there will be an additional power usage fee charged according to the current Rental Rate Sheet.

6. CIEL PROPERTY, CLEANING, TRASH & MISC. ITEMS LEFT BEHIND

- a. Any Ciel items not properly left behind and otherwise determined missing upon completion of the rental will incur additional fees, including a \$50 replacement fee per each access key card not returned to Ciel personnel by the end of the rental.
- b. 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 personal props and set pieces, in the disposal bin behind the studio. Disposal of large amounts of garbage due to large sets may also accrue additional costs.

- c. All non-Ciel non-Ciel-Partner items brought to the Premises by Renter are to be removed by Renter upon conclusion of rental under this Agreement. Items left after 7 days following conclusion of rental will be assumed abandoned and may be discarded at Renter's cost or kept by the Company for Company use, with no compensation due the Renter, at the discretion of the Company.
- d. If Renter does not return Premises to the order and cleanliness found when Renter arrived or if Renter leaves behind non-Ciel or non-Ciel-Partner items, Company will charge at minimum a \$50 [JT1] cleaning and/or discard fee to be added in the final invoice.

7. STUDIO RULES

- a. No smoking whatsoever is allowed in the building or within 20 feet of any entrance.
- b. Food and drink must stay in the designated areas.
- c. No non-prescription or illegal drugs. If alcoholic beverages will be sold on Premises, an appropriate liquor license must be provided.
- d. Music/voices are to be kept at reasonable levels. Speakers must be pointed away from the windows to keep noise levels low.
- e. No one will be admitted to the Premises who appears drunk or under the influence of illegal substances.
- f. No animals or pets allowed without prior consent of an authorized Company representative (President or Creative Studio Director).
- g. Maximum of ten (10) people per 1000 sq. ft. in Renter's party. Ask ahead if you have a larger group. An additional fee of \$5 per each person over the limit may apply.

8. PARKING

- a. Renter will be provided with up to two (2) designated parking spaces in the Company Premises parking lot for exclusive use for the duration of the rental period for rentals in Studio 1 and Studio 2, at Company discretion and pending parking space availability. Any additional parking spaces needed can be rented, pending additional availability, for an additional rental fee according to the current Rental Rate Sheet.

9. EQUIPMENT & SERVICES

- a. 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.
- b. There is no studio phone service provided. Renter is advised to bring a cell phone. WiFi internet service will be made available during the rental period. Code for access will be provided in the rental agreement.
- c. In the event Renter needs to have any items shipped to the Company Premises for relevant use on the rented premises during the rental period herein, Company may accommodate the receipt and onsite storage of any such shipped items of reasonable amount, size, and weight for an additional fee proportionate to the additional services and storage required and for a period of no more than five (5) days prior to the start of the rental period.
- d. In the event Renter requires any additional rented equipment for use on the rented premises during the rental period, Renter agrees to first pursue rentals as is possible from Company's preferred rental partners, namely Little Giant Lighting & Grip Co.

10. DAMAGE

- a. Renter shall be solely responsible for any damage to Company's property or equipment that occurs during the time Renter or their 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 or property back to working and rentable condition. Renter agrees to pay for damage to the Premises including any rips, tears, spills, excessive wear, marks or stains on furniture, fixtures, painted surfaces.
- b. Renter will be solely responsible for any damage or wear and tear to any cyclorama walls on the rented premises during the time Renter and their party occupies the Premises. If Renter does not return the cyclorama(s) to the order and condition found when Renter arrived, Renter may be subject to additional charges to cover any necessary costs of repairs and/or painting.

11. SECURITY

- a. Renter agrees to uphold and refrain from compromising or threatening the safety and security of the Premises and all participation or uses of Services therein. This includes the satisfactory completion of mandatory Security Protocol Training by all Renter representatives and associates granted Company premises key card access to cover all Company security protocols, including but not limited to key card access and guest access, as led and approved by a designated Company representative.

12. REPRODUCTION LICENSE

- a. Company hereby grants Renter and its assigns a non-exclusive non-transferable license to use two-dimensional reproductions or images of any artwork, furniture, or other decor elements located on Company's Premises for non-commercial purposes, including but not limited to advertising, media and social media publicity, and other promotional materials, provided that these rights are exercised in a tasteful and professional manner. Any two-dimensional reproduction by Renter or its assigns shall include credit reading substantially "Ciel Creative Space" as well as any other related credits, including but not limited to "ARTIST NAME" and "ARTWORK TITLE", as indicated on the corresponding gallery label of the reproduced artwork. Causal or inadvertent failure by the Renter or any third party to comply with this provision will not constitute breach of this Agreement.

13. DISCLOSURE OF INFORMATION

- a. Company reserves the right at all times to disclose any information about Renter, Renter's participation in and use of the Services as Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Company's sole discretion.

14. ACCESSIBILITY DISCLOSURES

- a. Renter acknowledges there is no elevator on the Company's Premises. Renter further acknowledges that the Company's Premises have not undergone a Certified Access Specialist (CASp) inspection, nor has the Company been issued a disability access inspection certificate under California Civil Code § 1938. A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. As provided in this Agreement, Renter may not undertake to make any modifications or alterations to the Premises without the Company's pre-approval and consent.

15. CONFIDENTIALITY

- a. Renter acknowledges and agrees that during Renter participation in and use of the Services Renter and its employees, members, representatives, agents, vendors, contractors, subcontractors, third party affiliates, and other individuals and entities related to or connected with Creator may be exposed to Confidential Information. "Confidential Information" shall mean specifically, in addition to other items set forth herein, Ciel Creative Space's physical location, and any and all information, in whole or in part, that is disclosed by Ciel Creative Space, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature. Ciel Creative Space's physical location is considered "Confidential Information" for the protection and security of all parties to this Agreement.
- b. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Ciel Creative Space, any analyses, compilations, studies or other documents prepared by Ciel Creative Space or otherwise derived in any manner from the Confidential Information and any information that Creator and its affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns are obligated to keep confidential or know or has reason to know should be treated as confidential.
- c. Renter's participation in and/or use of the Services obligates Creator to:
 - i. maintain all Confidential Information in strict confidence;
 - ii. not to disclose Confidential Information to any third parties;
 - iii. not to use the Confidential Information in any way directly or indirectly detrimental to Ciel Creative Space, or any participant or user of the Services.
- d. All Confidential Information remains the sole and exclusive property of Ciel Creative Space or the respective disclosing party. Renter acknowledges and agrees that nothing in these Terms or Creator's participation or use of the Services will be construed as granting any rights to Creator, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Ciel Creative Space, or any participant or user of the Services.

16. WAIVER OF LIABILITY

- a. 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, their party, or possessions while on the Premises. In addition, Renter agrees that Company will not be liable for any direct, indirect, incidental, or consequential damage, injury or loss arising out of any claims between and among Renter and other renters, including but not limited to any claims for intellectual property infringement. To the extent Company is alleged to be responsible for any such claims, Renter agrees to hold Company harmless and indemnify the Company for damages, losses, expenses, costs, and attorney's fees and costs incurred in connection with such claims.
- b. 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, without limitation.

17. CONDUCT

- a. 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.

- b. 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. The authorities will be alerted to any illegal activities witnessed by the Company representative. In such case no refund will be given for unused time. However, Company and its representatives assume no responsibility to act in such cases.

18. AGE OF MODELS

- a. 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.

19. INSURANCE

- a. Businesses, Corporations, Production Companies and other legal entities will be required, prior to rental, to present a certificate of general liability insurance naming Ciel Creative Space, LLC as additionally insured on the dates of the rental. If so required, Renter's liability insurance shall be deemed primary and noncontributory 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 and \$2,000,000 annual aggregate. Additional Inland Marine and Property insurance coverage is required if Renter will be bringing their own rented or owned equipment onto the Premises for the duration of this Agreement.

20. ARBITRATION; ATTORNEY'S FEES

- a. 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 Alameda County, California. 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 \$200.

21. MISCELLANEOUS

- a. Renter 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. Counterpart and facsimile and/or electronic signatures shall be deemed effective as though original. 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.