



## Studio Agreement & Information

915 Twin Elms Ct.

Nashville, TN 37210

615.259.1143

[hello@numyndstudios.com](mailto:hello@numyndstudios.com)

10/3/2016

### Holding Dates

Studio space is *held* on a first-come-first-serve basis as right of first refusal. *Bookings* are confirmed rental dates where studio client is guaranteed their desired date. *Bookings* are valid and guaranteed upon receipt of non-refundable 50% deposit of estimated studio cost.

When scheduling conflicts arise for studio space, gear, or personnel, the client with first hold will have the option to establish a confirmed booking by paying a non-refundable 50% deposit. Studio *hold* may be released if the deposit is not made within 24 hours of notification. If cancellation occurs within 24 hour of production, client will be charged a cancellation fee. By keeping NuMynd Studios representatives informed of your shooting schedule, clients can minimize or avoid cancellation charges.

The typical rental period is 10 hours and begins at 9 a.m. (unless otherwise noted). Clients exceeding a 10-hour day will be charged 10%-of-day-rate per hour for studio use. Standard and customary overtime charges will apply to any NuMynd personnel involved in the production.

Any booking outside of normal business hours (9:00am - 5:00pm M-F) will be charged \$45 per hour for on-site staff opening/closing fee.

Build/Wrap days for the studio are \$1,000 for a 10 hour day.

### Payment Terms

First time clients are requested to pay 100% of estimated studio before studio use can begin, with any overages or adjustments due and payable at the end of the rental day(s). Payment terms for returning clients are negotiated on a client-by-client basis. Cash or check is the preferred payment method. Call NuMynd Studios for credit or debit card options.

### Insurance Requirements

Clients shall, at clients expense, and at all times during studio use, maintain insurance covering all studio space, support space, and equipment, from all sources, for full replacement or repair cost. Coverage must begin from the time client or client's agents begin use of facility and continue until the time the studio use is complete. Prior to use of facility, clients shall deliver to NuMynd Studios evidence of the insurance coverage, usually a standard Certificate of Insurance, satisfactory to NuMynd Studios and from an insurance company rated A+ and licensed to do business in the state of Tennessee. The certificate should show Liability Coverage, Property Insurance and Worker's Compensation Insurance in the amount of \$1,000,000. Client's insurer shall agree to be the primary insurer during the rental period. Failure to produce evidence of satisfactory insurance coverage in no way negates studio clients responsibility for the afore mentioned liabilities. Insurer should list "NuMynd Studios" and "Pro Kids Productions, Inc" in all documentation.

Supplemental Insurance coverage can be purchased from NuMynd Studios on a case-by-case basis.

### Indemnity

Studio clients agree to indemnify and hold harmless NuMynd Studios, Pro Kids Productions, PK Pictures and its officers and employees from any and all claims, suits, damages, and liabilities, including Workers' Compensation claims, resulting directly or indirectly from a cause of occurrence in, upon, at or from the



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use of the rented facility and equipment herein, including but not limited to such damage or injury which may be caused by the negligence of Studio.

### Stage Manager

Clients using NuMynd Studios are *encouraged* to hire a Stage Manager. Hiring a stage manager is helpful in the management of your shoot and the facility. Stage Managers can serve as part of client's crew and are a valuable asset to your team with grip, gaffer, and PA know-how. A Stage Manager is required for weekend/holiday shoots and any time outside of normal operating hours; started before 9 a.m. and/or ending after 5 p.m. We offer stage managers at only \$250/day, which represents an excellent value.

### Paint

While we offer painting services, NuMynd Studios B typically "lives" green and NuMynd Studio A typically "lives" white. Normal use will scuff and dirty the studio floors; therefore, condition of the floor in either studio should be considered "as-is" and should be evaluated by client prior to use if the floor condition is critical to your production. Clients will be charged for any painting color change or fresh coat requested at a labor rate of \$25/hour. Forty-eight hours advance notice on any painting is requested to assure timely completion and sufficient curing.

Material Costs:

Warren Green - \$.50ft<sup>2</sup>

Rosco Ultimatte Blue or Green Paint - \$.60ft<sup>2</sup>

No-sheen White - \$.30ft<sup>2</sup>

Flat Black - \$.60ft<sup>2</sup>

*Color Change - cost of new color plus cost to repaint original color*

### Audio Playback and Recording

Even with NuMynd Studios' soundproofing, live musical performances or high volume playback could adversely affect the studio recording in adjacent studio. Studio clients must notify NuMynd Studios if their production requires audio playback, live musical performance, or other scenarios that might disturb the adjacent studio. Failure to notify NuMynd Studios of your production's audio requirements may result in the cancelling of your production.

### Miscellaneous

All studio facilities and support space should be returned to original condition upon completion of shoot. Failure to do so will incur clean-up charges. "You-break-it, you-bought-it" policy applies to all equipment and furnishings throughout facility. Equipment and furniture is not to be removed from its room unless authorized by a NuMynd representative. Studio Clients should leave the premises clean of all sets, set pieces, props and equipment upon completion of the shoot. Studio Client agrees to pay costs for extra cleaning, disposal and storage that may be required. The minimum charge for cleaning will be \$150.

Expendables are charges "as-used".

Costs associated with repairing damage to hard-cya and floor is responsibility of the client. Clients should take precaution that the cya is not walked upon. Repair charges due to any pulling-up of paint along with



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tape, is responsibility of clients (we recommend sticking tape to clothing before applying to floor or walls). Absolutely no drilling or attachments can be made in the cya wall, cove, or floor. Spray painting, sawing, and sanding is not allowed within the studio or workshop/warehouse area unless specific permission is obtained in advance.

Unless specifically prohibited by Studio Client, NuMynd Studios reserves the right to use any photograph and/or video including behind-the-scene photographs and/or video for in-house and public promotional use.

**The Fine Print**

Governing Law - The Agreement shall be interpreted and construed in accordance with the laws and procedures of the State of Tennessee, as such laws and procedures shall from time to time be amended.

Limitation of Authority - NuMynd Studios is and shall remain an independent contractor. Nothing in this Agreement shall constitute NuMynd Studios as a joint venturer, agent, or legal representative of Client for any purpose whatsoever. Client shall not withhold any income tax or social security tax on behalf of NuMynd Studios, and NuMynd Studios shall have no claim against Client under this agreement for vacation, sick leave, workers' compensation, disability benefits, unemployment insurance, or employee benefits of any kind.

Miscellaneous - (a) This Agreement constitutes the full and complete understanding of the parties hereto with respect to the subject matter hereof. All prior written or oral agreements concerning the subject matter hereof are hereby canceled and terminated. (b) The captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. (c) Each party represents to the other that it is authorized to enter into this Agreement and perform its obligations hereunder. (d) No change, waiver or satisfaction of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties. (e) The invalidity or enforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. (f) This Agreement shall be binding upon the parties, their successors, assigns and transferees. (g) This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement. (h) This Agreement shall not be assignable by either party hereto with the prior written consent of the other party.

Signed & Accepted \_\_\_\_\_ Date \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Company \_\_\_\_\_ Position \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail \_\_\_\_\_ Phone \_\_\_\_\_