

**RENTAL AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into effective as of the xxrd/th day of [MONTH], 2022 by and between LAUREL CANYON STAGES, INC., a California Corporation (the “Company”), and [NAME OF RENTER] (the “Lessee”).

R E C I T A L S

A. Company has the right to lease the production stages located at 9335 and 9337 Laurel Canyon Blvd., Arleta, CA 91331 (the “Property”).

B. Lessee desires to lease one or both of the following stages in connection with the production of Lessee’s project with the working title of “[PROJECT NAME AND/OR JOB #]” as indicated in the chart immediately below:

DESIGNATION	STAGE(S) TO BE LEASED (AS INDICATED)
STAGE A	X [MARK APPROPRIATE STAGE]
STAGE B	
STAGE C	

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definition Of Stage.**

As used herein, the term “Stage” means separately and collectively Stage A, Stage B, and/or Stage C without regard to whether or not Lessee is using Stage A, Stage B, and/or Stage C at any particular time.

2. **Lease Of Stage.**

A. Company hereby leases the Stage to Lessee, and Lessee hereby leases the Stage from Company.

B. Various specifics regarding the “Estimated Rental Days and Estimated Cost” and “Add-ons and Additional Services” are attached hereto as **Exhibit “A”**.

3. **Term.**

The term of this lease shall commence as of [FIRST RENTAL DAY] (the “Commencement Date”) and shall, unless sooner terminated in accordance with Section 13, continue through [LAST RENTAL DAY]. The Commencement Date ends on the date this Agreement is terminated.

4. **Rental Rate And Payment.**

A. As used herein, each of the following terms has the respective meaning ascribed thereto below:

(1) “Applicable Period” means, with respect to each day during the Term during which any use of the Stage by Lessee is to occur, the period of time which commences at the call time that is given by the Lessee to the site representative of the Company and ends when the last vehicle used by any person affiliated or related to Lessee (even if such vehicle is not owned by Lessee) has left the parking lot.

(2) "Rent" means each amount due from Lessee to Company pursuant to this Agreement, including any amount which is not specified in Section 4.B.

B. The rental amount(s) to be paid by Lessee to Company for the rental of the Stage are as follows:

- Rental of Stage A per LCS Estimate #XXXXX: \$ XX,XXX
  - Refundable security deposit per LCS Estimate #XXXXX: \$ XX,XXX
- Total: \$ XX,XXX**

C. The Rent to be paid by Lessee to Company as set forth is based upon an Applicable Period which lasts for no more than 12 hours. With respect to any Applicable Period which is in excess of 12 hours, the rate for any additional hour (or portion of such additional hour) shall be based on the overtime rates noted in the LCS Estimate #XXXXX. Any additional amount of Rent so determined (the "Additional Amount") shall be paid by Lessee to Company within 24 hours after the end of such Applicable Period.

5. **Security Deposit.**

A. A security deposit in the amount of \$3,000 (the "Security Deposit") shall be made by Lessee concurrently with the signing of this Agreement.

B. Company has the unqualified right to apply the Security Deposit to any amount which is due from Lessee and which is not timely paid (including without limitation the Additional Amount), loss, or damage to the Property or the Stage caused by Lessee without regard to whether or not Lessee's actions or omission amounted to negligence.

C. The Security Deposit shall be held by Company until five (5) business days after the end of the Term, at which point, the Security Deposit (as reduced by any application thereof by Company) shall be returned/refunded to Lessee.

D. The Company shall not be required to retain the Security Deposit in a separate bank account.

6. **Use Of The Stage And The Property.**

A. Cyclorama must be left clean and undamaged or in the same condition in which it was provided to Lessee. Nailing, stapling, gluing, or taping (except paper tape) to any part or portion of the Stage and/or the Property is prohibited. The cyclorama must remain digital green or be restored to digital green by a painter approved or designated by Company at Lessee's expense. All areas of the cyclorama not in use, but in the work area, must be covered and protected by layout board, tarpaulin, or other material approved by Company.

B. Lessee shall not, without Company's prior written consent, make any alterations to the Stage, cyclorama, floor, or walls. As a condition to Company's providing such consent, Company may require Lessee to remove such alterations and restore the Stage and the Property to prior condition (to the satisfaction of the Company) at Lessee's sole cost and expense.

C. No permanent changes are to be made to Stage or the Property. All logos must be covered by other materials (luan, cardboard, etc.) if such logos are to be painted over. No item which is set forth in **Exhibit "A"** as being available to or for the use of Lessee shall be altered in any manner or removed from the Property.

D. If the repainting of the Stage is necessary, as determined at the sole discretion of Company, then Lessee is responsible for all fees associated with repainting, and in this regard, Company may use such portion of the Security Deposit as necessary to pay for the cost of such repainting, or Company may use such portion of the Security Deposit as necessary to reimburse Company for any costs advanced by Company in connection with such repainting.

E. Under no circumstances shall Lessee do or perform or allow to be performed any ram setting or drilling in, on, or about the Stage or the Property.

F. Under no circumstances shall Lessee do or perform or allow to be performed any unlicensed or non-permitted physical effects, pyrotechnics, or stunts including, but not limited to, flying rigs. All permitted physical effects, pyrotechnics, or stunts must be discussed with Company's stage manager in advance of rental.

G. Consumption of alcohol, intoxicants, or non-prescribed drugs on the Stage or the Property is strictly prohibited.

H. Fire lanes must be kept clear at all times.

I. Cable crossovers must be used.

J. Set-ups involving the use of dirt, dust, powders, confetti, glitter, or other particulate material, stage blood and/or gore, gelatinous compounds, oils, solvents, or water must be discussed and approved by Company's stage manager in advance of rental.

7. **Exclusion Of Warranties.**

A. Lessee herein acknowledges that the Stage is accepted by Lessee "as is". No warranties or representations are made by Company of any type or nature whatsoever, expressed or implied, regarding the description, quality, merchantability, fitness for any particular purpose, performance or any other matter.

B. COMPANY EXPRESSLY EXCLUDES AND LESSEE HEREBY WAIVES ALL REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF COMPANY WITH RESPECT TO FITNESS, MERCHANTABILITY AND CONSEQUENTIAL DAMAGES).

C. In no event, under no circumstances, shall Company be responsible or liable to Lessee or anyone else for any damages, including lost profits, lost savings or other direct or indirect incidental or consequential damages arising out of the use or inability to use the Stage or the alleged breach of any agreement described herein, even if Company or Company's agents have been advised of the possibility of such damages.

8. **Insurance.**

A. Lessee shall include the Property to be located therein under its insurance policies covering all of the Company's property in the Lessee's rented space, in an amount equal to their full replacement value. Lessee shall also maintain commercial general liability insurance in an amount equal to \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Lessee's insurance shall name the Company as an additional insured.

B. Lessee shall maintain automobile liability insurance with a \$1,000,000 combined single limit covering all owned, non-owned and hired vehicles which are or could be parked in, on, or about the Property.

C. Prior to the commencement of the Term, Lessee shall deliver to Company the Certificate Of Insurance with respect to each insurance policy which Lessee is required to maintain under this Agreement.

D. The minimum limits of the commercial general liability policy of insurance and/or the automobile liability insurance policy shall in no way limit or diminish Lessee's liability under this Agreement.

9. **Hazardous Materials.**

A. As used herein, the term "Hazardous Substance" means any matter giving rise to liability under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. Section 9601 et seq. (including the so-called "Superfund" amendments thereto), any other applicable federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including, without limitation, asbestos, polychlorinated biphenyls, radon, petroleum, toxic mold and any derivative thereof or any common law theory based on nuisance or strict liability (all of the foregoing statutes, laws, ordinances, rules, regulations and common law theories being sometimes hereinafter collectively referred to as "Environmental Laws").

Hazardous Substance includes, without limitation, any material or substance which is or becomes (i) defined as a "hazardous waste," "extremely hazardous waste" or restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum or petroleum product or fraction thereof, (vi) asbestos, (vii) defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, Article 11 of Title 22 of the California Administrative Code, (viii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ix) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), or (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 601 et seq. (42 U.S.C. Section 9601). The term "Hazardous Substance" also includes, without limitation, any material or substance which is (a) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under any other environmental law; (b) polychlorinated biphenyl; (c) flammable explosives; (d) urea formaldehyde; and/or (e) substances known by the State of California to cause cancer and/or reproductive toxicity. It is the intent of the parties hereto to construe the terms "Hazardous Substance" and "Environmental Laws" in their broadest sense.

B. Lessee shall not allow any Hazardous Substance to be located on the Stage and/or the Property and shall not conduct or authorize the use, generation, transportation, storage, treatment or disposal at the Property of any Hazardous Substance other than (i) Hazardous Substances in computer equipment, other equipment and supplies used by Lessee in the ordinary course of business and (ii) Hazardous Substances in quantities incidental to the conduct of the Permitted Use and in compliance with the Environmental Laws; provided, however, nothing herein contained shall permit Lessee to allow any so-called “acutely hazardous,” “ultra-hazardous,” “imminently hazardous chemical substance or mixture” or comparable Hazardous Substance to be located on or about the Property. Lessee shall cooperate with Company and permit Company and all governmental authorities having jurisdiction reasonable access to the Property for purposes of operating, inspecting, maintaining and monitoring any environmental controls, equipment, barriers and/or systems required by applicable Environmental Laws.

C. If the presence, release, threat of release, placement on the Stage and/or the Property or the generation, transportation, storage, treatment or disposal at the Property of any Hazardous Substance as a result of Lessee’s use or occupancy of the Stage and/or the Property (i) gives rise to liability (including, but not limited to, a response action, remedial action or removal action) under the Environmental Laws; (ii) causes a significant public health effect; or (iii) pollutes or threatens to pollute the environment, Lessee shall promptly take any and all remedial and removal action necessary to clean up the Stage and/or Property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

D. Lessee agrees to indemnify, defend and hold harmless Company from and against all damages, costs, losses, expenses (including, without limitation, actual attorneys’ fees and engineering fees) arising from or attributable to (i) the existence of any Hazardous Substance in, on, or about the Property (including the Stage) as a result of Lessee’s use and occupancy of the Stage and/or Property and (ii) any breach by Lessee of any of its covenants contained in this Section 9.

10. **Possible Repair Of Stage.**

If Lessee discovers that the Stage is not in proper working order, Lessee shall notify Company of the problem for evaluation by Company. Company will make a determination of the source of problem, and if Company determines that the problem was not caused by Lessee, Company will make a reasonable effort to promptly address the problem, and if necessary, repair the Stage.

Lessee acknowledges that such repair may not be possible and releases Company from any and all liability associated with any such problem. In determining whether the Stage should be replaced or repaired, Company’s judgment shall be binding upon Lessee.

11. **Cleaning.**

A. Lessee shall maintain the Stage, the offices, the restrooms, and parking areas attendant to the Property in good and safe operating condition, free of clutter, trash, and debris. All trash must be removed from the stage and surrounding work areas daily, including, but not limited to, offices, restrooms, and parking lot(s). The Stage will be supplied with an initial quantity of trash can liners and restroom essentials, but additional supplies must be purchased from Company if not supplied by the Lessee. All trash bags shall be placed in the applicable rubbish receptacles.

B. Lessee shall leave the Stage broom clean, free of rubbish, and left in “as received” condition the final day of the Term. If the Stage is not returned to such condition, then all applicable cleaning and/or maintenance costs beyond the cleaning fee shall be charged to Lessee. In this regard, Company may use such portion of the Security Deposit as necessary to pay for such cleaning and/or maintenance, or Company may use such portion of the Security Deposit as necessary to reimburse Company for any costs advanced by Company in connection with such cleaning and/or maintenance.

C. An on-site three-yard rubbish dumpster is available for use by Lessee. Additional hauls are charged at \$80 per load.

12. **Cancellation.**

A. Lessee acknowledges that cancellation prior to the start of the Term may result in lost revenue to Company for other rentals, in any amount which is impossible to determine. Accordingly, cancellation by Lessee must be received by Company in writing at least 15 business days prior to the Commencement Date in order for Lessee to be entitled to receive a refund of any estimated Rent (if paid) or to avoid a cancellation penalty. Company shall refund 100% of any Rent paid within 10 business days of this cancellation.

B. If this Agreement is canceled, then Lessee shall have no further rights under this Agreement.

C. IF (I) CANCELLATION BY LESSEE IS MADE LESS THAN 15 BUSINESS DAYS PRIOR TO THE TERM OR (II) LESSEE FAILS TO MAKE TIMELY PAYMENT OF THE RENT OR PROVIDE ADEQUATE INSURANCE IN A TIMELY MANNER, THEN COMPANY SHALL BE ENTITLED TO RETAIN 50% OF THE ESTIMATED RENTAL AMOUNT AS LIQUIDATED DAMAGES FOR EARLY CANCELLATION. COMPANY’S RETENTION OF THE DEPOSIT FOR LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676, AND 1677 OF THE CALIFORNIA CIVIL CODE.

Company:

LAUREL CANYON STAGES, INC.  
A California Corporation

Lessee:

[NAME OF RENTER]

By: \_\_\_\_\_  
An Authorized Signatory

By: \_\_\_\_\_  
An Authorized Signatory

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

13. **Default And Remedies Upon Default.**

A. Each of the following shall constitute an “Event Of Default” by Lessee:

(1) Lessee defaults on any of the terms, covenants and conditions of this Agreement.

(2) Lessee fails to punctually make any of the payments herein.

(3) Any execution or other writ or process shall be issued in any action or proceeding against Lessee whereby the Stage might become or appear to become in danger of being seized, taken, or detained.

(4) Any proceeding in bankruptcy, receivership or insolvency is instituted by or against Lessee or Lessee’s property, Lessee enters into any arrangement or composition with Lessee’s creditors, or in the event that any judgment is obtained against Lessee.

B. If an Event Of Default occurs, then Company shall have the option of declaring this Agreement terminated and Company may, without notice or demand, by process of law or otherwise, take possession of the Stage, with or without force, and with or without notice of intention to retake the same, without being liable to Lessee. Any or all of the foregoing remedies are expressly permitted, consented to, and authorized by Lessee.

C. Nothing contained herein shall be construed to bar or prevent Company, in the event of monies being due Company for Rent or other costs, from suing and receiving the monies due to Company, the costs and expenses of which including legal fees, shall be borne by Lessee.

14. **Indemnification.**

A. **Definitions.** As used herein, each of the following terms has the respective meaning ascribed thereto below:

“Apportionment” means the division of responsibility for the harm or damage which is the basis for the Claim as between the Lessee and the Company.

“Claim” means a claim, or cause of action, or suit for damages, losses, obligations and/or liabilities (including without limitation, damage to persons, property, or the environment) made against Company which is related to or attendant to Lessee’s rental of the Stage in any manner or is related to or attendant to Lessee’s presence in, on, or about the Property (even if the claim is also made against one or more other parties to this Agreement) by a person or entity who is not a party to this Agreement.

“Company’s Group” means Company, its subsidiary and affiliated companies, its officers, members, shareholders, employees, and the respective successors and assigns of Company and of each such affiliate, officer, member or employee, and each of the foregoing.

“Final Determination” means a determination (whether as a result of a decision in the Legal Proceeding from which no appeal is pending, or as a result of a settlement of the Claim) wherein the validity of the Claim is established to any degree.

“Legal Proceeding” means any lawsuit, action, legal proceeding or administrative proceeding pertaining to or involving the Claim.

“Negotiations” means all negotiations and the exchange of one or more documents (including e-mails) pertaining to the Claim, including written responses and counter responses, during the course of the Legal Proceeding even if such activities do not lead to a settlement or dismissal of the Claim.

B. **Indemnification By Lessee.** If (i) a Claim is made against the Company and (ii) either (a) the Claim asserts that the Company is responsible to any degree for the harm or damage which is the basis for the Claim or (b) the Company in good faith believes that Lessee is responsible to any degree for the harm of damage which is the basis for the Claim, then Lessee shall:

(1) Indemnify and hold harmless Company from and against the Claim to the extent that the actions or omissions of Lessee, including the rental of the Stage are the cause (whether directly or indirectly) of the harm or damage which is the basis for the Claim and a Final Determination is made to that effect [such that this indemnity shall not apply to the extent that the Apportionment (whether made by the Court or agreed to by the parties) provides that the actions or omissions of Company Group were the sole cause of the harm or damage which is the basis for the Claim.]

(2) Defend the Claim at Lessee’s expense.

(3) To the extent that the actions or omissions of Lessee which relate to this Agreement are determined to be the cause (whether directly or indirectly) of the harm or damage which is the basis for the Claim, reimburse Company for all reasonable costs and expenses (including, without limitation, reasonable attorneys’, accountants’ and other professional fees and expenses) incurred by Company in connection with the Claim, including without limitation such reasonable costs and expenses attendant to the Negotiations [such that this obligation to reimburse shall not apply to the extent that the actions or omissions of Company are determined (whether in connection to the Legal Proceedings or as a result of the Negotiations) to be the cause (whether directly or indirectly) of the harm or damage which is the basis for the Claim].

C. **Certain Matters.**

(1) Company shall give written notice of the Claim to the Lessee. Such notice shall include a copy of the Claim and shall constitute the assertion by the Company that the indemnity of the Company is being sought.

(2) The defense of the Legal Proceeding shall be conducted by legal counsel selected by Lessee.

(3) Company shall be kept fully informed by the Lessee at all stages of the Proceeding.

(4) Lessee shall not make any settlement in or with respect to the Legal Proceeding without the prior written consent of Company.

(5) Nothing contained herein shall mean or be construed to mean that Company shall not have the right to participate in the Legal Proceeding represented by legal counsel unilaterally selected by Company.



(6) Company and Lessee shall negotiate in good faith in an attempt to determine if any Apportionment is reasonable. In this regard, such negotiations may occur at any time prior to the rendering of a final decision in the Legal Proceeding where such decision addresses the Apportionment. Nothing contained in this subparagraph shall mean or be construed to mean that the result of such negotiations must be an Apportionment.

D. **Remedies Cumulative.** The remedies provided for in this Section shall be cumulative and shall not preclude assertion by the Company of any other rights or the seeking of any other remedies against the Lessee.

E. **Survival.** The provisions of this Section shall survive the termination of this agreement.

F. **Internet Usage.** Lessee agrees to defend, indemnify, and hold harmless Company and its respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of the illegal or inappropriate use of the on-line service by Company's account. Such usage includes, but is not limited to, viewing, downloading, copying, sending, or receiving copyrighted material without legal and express permission or authorization.

15. **Representations and Warranties of Lessee.**

Lessee hereby represents and warrants to Company as follows:

A. **Authorization.** Lessee has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement and all transactions contemplated by this Agreement constitute the legal, valid and binding obligations of Lessee, and, subject to the conditions set forth herein, are enforceable in accordance with their terms.

B. **No Conflict.** The execution, delivery, and performance of this Agreement and consummation of the transactions contemplated by this Agreement will not violate, and will not, with or without the giving of notice or the passage of time or both, effect a breach or default of, or cause an event of default under, any mortgage, agreement, instrument, statute, regulation, order, judgment or decree to which Lessee is a party or by which Lessee is bound or affected.

16. **Request To Re-Rent.**

A. Subject Section 16.B., Section 16.C., and Section 16.D., at any time within six (6) months after the end of the Term, Lessee may present the Company with a written request (the "Request") for a renewal of this Agreement for the period of time as specified in the Request (such period of time being hereinafter referred to as the "Additional Period.").

B. Lessee agrees and acknowledges that (i) due to the demand for the Stage, Company may be unable to accommodate the Request, (ii) Company's decision with respect to whether or not Company is able to accommodate the Request is solely within Company's discretion and (iii) if Company is unable to accommodate the Request, Company shall have no liability or obligation to Lessee. Nothing contained herein shall mean or be construed to mean that Company is under any obligation to use Company's best efforts to accommodate the Request.

C. Lessee's making of the Request is conditioned upon Lessee's not being in default of any material obligation under this Agreement at the time of the Request and at the commencement of the Additional Period. The Request may be made (i) at any time during the Term or (ii) at any time after the end of the Term but no later than 30 days prior to the time when the Lessee desires the Additional Period.

D. During the Additional Period, all terms of this Agreement shall apply, except that the Rent for the Additional Period shall be at the prevailing rent when the Additional Period is to commence, provided that in no event shall such Rent be less than the rent in effect at the end of the Term.

17. **Notices.**

A. Any notice required or permitted to be given under this Agreement shall be in writing and may be sent by regular mail or overnight private delivery, or, subject to the limitations set forth in this Section, by e-mail.

B. Any such notice shall be deemed to have been given upon the date of delivery (or refusal to accept delivery).

C. Although the parties may send and exchange e-mails (either directly or through their respective legal counsel) no e-mail shall constitute an amendment or change to this Agreement unless and until the substantive portion of such e-mail is evidenced by the appropriate amendment to this Agreement which is signed by all of the parties hereto. Without limiting the generality of the foregoing, e-mail correspondence which acknowledges receipt of an e-mail or provides that a subject or matter discussed in any e-mail will or might be considered by a party to this Agreement shall not constitute an amendment to this Agreement.

D. Any such notice to Company shall be addressed as follows:

Laurel Canyon Stages, Inc.  
9337 Laurel Canyon Blvd.  
Arleta, CA 91331

E. Any such notice to Lessee shall be addressed as follows:

[RENTER'S NAME AND ADDRESS]

F. Any party may, by virtue of written notice in compliance with this Section, alter or change the address or the identity of the person to whom any notice, or copy thereof, is to be sent.

18. **Access By Company.**

Company and Company's agents shall have the right to enter the Property at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Stage and/or the Property as Company may deem necessary or desirable. Company may at any time place on or about the Property any "For Sale" or "For Lease" sign. All activities of Company pursuant to this Section shall be without abatement of Rent, nor shall Company have any liability to Lessee for the same.

19 **General Provisions.**

A. **Arbitration.** Any controversy or claim arising out of, or relating to, this Agreement, the breach thereof, or the validity of this arbitration provision, shall be settled by binding arbitration in Los Angeles County in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Nothing contained herein shall prevent any party from (i) seeking and obtaining equitable relief, including but not limited to, prohibitory or mandatory injunctions, specific performance, or extraordinary writs, nor (ii) joining any other party as defendant in any action brought by or against a third party, nor (iii) filing legal action hereunder to effectuate any attachment or garnishment, nor (iv) filing legal action to compel arbitration under the provisions hereof, provided that such party stipulates in such action, at any other party's request, to arbitration on the merits of said case.

B. **Further Documents.** Each party shall execute and deliver all such further instruments, documents and papers, and shall perform any and all acts necessary to give full force and effect all of the terms and provisions of this Agreement.

C. **Successors and Assigns.** This Agreement, and all provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective successors in interest, assigns, administrators, executors, heirs and devisees.

D. **Severability.** If any provision of this Agreement, as applied by any party or to any circumstance, shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of this Agreement. Any provision which is found to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of the law.

E. **Legal Action.** In the event of any litigation or arbitration between or among the parties hereto respecting or arising out of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs in connection therewith, including any attorneys' fees incurred after a judgment has been rendered by a court of competent jurisdiction or a decision has been rendered by the arbitrator(s). Any judgment shall include an attorneys' fee clause which shall entitle the judgment creditor to recover attorneys' fees incurred to enforce a judgment hereon, which attorneys' fees shall be an element of post-judgment costs. The parties agree that this attorneys' fee provision shall not merge into any judgment.

F. **Descriptive headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

G. **Injunctive Relief.** Company agrees that Company shall not seek or be entitled to injunctive relief against Lessee with respect to any breach or threatened breach of this Agreement by Lessee if such injunctive relief would interfere with Lessee's use of the Stage.

H. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In making proof of this Agreement it shall not be necessary to produce or account for more than one counterpart. A fully-signed "pdf" (portable document format) version of this Agreement is a valid version of this Agreement.

I. **Waiver.** No waiver by any party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of such term or condition of the future, or of any preceding or subsequent breach of the same or any other term or condition of this or any other agreement. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

J. **Amendments and Modifications.** No amendment or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

K. **Governing Law.** This Agreement shall be governed by and construed in accordance with California law applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof.

L. **Interpretation.** This Agreement shall be interpreted fairly and simply, and not strictly for or against either of the parties, regardless of which party's attorney may have prepared this Agreement.

M. **Venue.** Any and all legal proceedings arising out of this Agreement or any arbitration hereunder shall be brought exclusively in the state or federal courts sitting in Los Angeles County, California, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

N. **Assignment.** Neither this Agreement, nor any rights or obligations of any party hereunder, may be assigned by Lessee without the prior written consent of Company.

O. **Exhibits.** Any Exhibits or Riders which may be attached hereto are by this reference made a part of this Agreement.

P. **Representation By Counsel.** Each party has been represented by an independent attorney, who was selected by the party whom such counsel represents, in the negotiation and preparation of this Agreement, or, if applicable, such party has declined to be represented by counsel in connection with any matter pertaining to this Agreement. Each party has carefully read this Agreement, and is completely aware of and freely and voluntarily accepts both its contents and its legal effect.

Q. **Joint And Several Liability.** If there is more than one (1) person or entity which is the "Lessee", the obligations of the undersigned Lessee are joint and several.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

LAUREL CANYON STAGES, INC.  
A California corporation  
9337 Laurel Canyon Blvd.  
Arleta, CA 91331-4315

By: \_\_\_\_\_  
An Authorized Signatory

\_\_\_\_\_  
Print name and title

[RENTER'S NAME AND ADDRESS]

By: \_\_\_\_\_  
An Authorized Signatory

\_\_\_\_\_  
Print name and title

SAMPLE