



## **TERMS & CONDITIONS**

The legal agreements set out below (these “Terms”) govern your use of (collectively, the “Goods”) the studio and those items of equipment set forth on the final bid proposal provided to you (Customer, as named on the applicable final bid proposal, hereinafter referred to as “Customer”) by Sneaky Big Studios, LLC, an Arizona limited liability company (“Sneaky Big”). The final bid proposal will be marked as such by Sneaky Big on the face thereof and will set forth the details of the parties’ agreement with respect to the Customer’s use of the Goods. Unless expressly stated otherwise on the face of the bid proposal, all bid proposals shall be valid for a period of 30 days from the date thereof. If Customer does not agree to these Terms, do not click “AGREE”, and do not use the studio and/or those items of equipment set forth on the final bid proposal.

**Term** - The term of the rental of the Goods shall be for that period of time and those dates set forth on the final bid proposal, unless sooner terminated by Sneaky Big as a result of a breach by Customer of these Terms or as otherwise stated below. The Goods will be available for use by Customer during those times and on those dates set forth on the final bid proposal. If Customer desires to terminate the term of the rental prior to the start date, Customer shall remain liable to Sneaky Big to pay (each a “Cancellation Fee”): (i) 50% of the Rental Amount if canceled 7 or more days before the commencement of the term, and (ii) 100% of the Rental Amount if canceled within 7 days of the commencement of the term. If Client reschedules the rental of the Goods with Sneaky Big within 30 days of the cancellation date, Sneaky Big will refund any Cancellation Fee previously retained by Sneaky Big; provided, however, any such refund by Sneaky Big shall only occur if (i) the second rental occurs at the rescheduled date, and (ii) Client has only rescheduled the applicable rental one time.

**Payment/Deposit** - Customer shall pay all rental fees and other applicable costs and expenses (collectively, “Rental Amount”) stated on the final bid proposal at the time(s) designated thereon, which may include a partial or full payment of Rental Amount prior to taking possession of the Goods. The Rental Amount may include ancillary out-of-pocket costs estimated by Sneaky Big in the final bid proposal and other out-of-pocket costs arising during the rental term which were unknown until the rental term began (collectively, “Costs”). To the extent that Costs arise during the rental term, at the conclusion of the rental term, a cost-accounting shall be performed by Sneaky Big and Sneaky Big will invoice Customer for said Costs, which will be due and payable by Customer net 15 days from invoice date. Sneaky Big will provide Customer with reasonable evidence of the incurrence of any Costs contemporaneously with the transmittal of the invoice therefor to Customer. The Rental Amount shall be payable in US currency only. If the Rental Amount or Costs, if applicable, is not paid in full within 60 days of the invoice date, interest on the amount outstanding shall automatically accrue at a rate of eight



percent (8%) per annum until paid in full to Sneaky Big. Customer shall promptly reimburse Sneaky Big in full for all fees incurred by Sneaky Big, if any, in connection with the collection of the Rental Amount, or any partial amount thereof, including a returned check fee of \$45.00, if applicable. Sneaky Big's acceptance of a partial payment of the Rental Amount does not constitute an accord and satisfaction or prejudice Sneaky Big's right to recover the balance of a portion or all of the Rental Amount nor does it waive the underlying delinquency, constitute a consent and waiver relative to future transactions between the parties or bar the exercise of other rights and remedies available to Sneaky Big under these Terms or otherwise at law or in equity.

Pricing is based on the rental of the Goods during the regular business hours of Sneaky Big. Sneaky Big may charge additional amounts if the rental of the Goods is other than during regular business hours or extend longer than set forth on the final bid proposal. For purposes of these Terms, regular business hours are considered 8am to 6pm, Monday to Friday, excluding holidays. A stage rental period shall commence upon arrival by Client to the studio and shall end when Client vacates the premises of Sneaky Big, inclusive of all of Client's employees, contractors, equipment and other personal property. Customer will not receive a credit or offset if use of the Goods is for a time period less than set forth in the final bid proposal. A fully day rate is 10 hours for production services and 8 hours for post-production services if Sneaky Big is engaged by Client to provide said services.

Any rental estimates equal to \$2,000 or more will require a 50% deposit prior to use of the Goods. Any rental estimates under \$2,000 require a full payment prior to use of the Goods. Any studio rental will require a 50% deposit to book the space and time. There are no guarantees that a specific date or time will be kept available prior to the deposit being made.

All deposits (collectively, the "Deposit") shall be held by Sneaky Big as security for the performance of Customer's obligations hereunder, including Customer's use and care of the Goods, and will not be refunded until all Customer obligations hereunder are satisfied in full. At the option of Sneaky Big, the Deposit, or any portion thereof, may be applied to (i) make repairs for damage to the Goods while under the care and use of Customer, and (ii) cure any default of Customer without prejudice to, or of the preclusion of, any other right or remedy of Sneaky Big under these Terms or otherwise at law or in equity.

**Cleaning Fee** - All trash must be removed from inside the stage and common areas and placed into appropriate trash receptacles located in the parking lot of the studio by the expiration of the rental term. Any excess trash left in stage will result in an additional \$150 cleaning fee. Bulky items, sets, set pieces, and props that do not fit into waste management trash receptacles must be removed from the premises or a charge of \$125 per bulk item will be charged to Customer.



**Stage Manager Required** – The Rental Amount of all rentals of a Sneaky Big stage shall include the cost of a stage manager engaged or employed by Sneaky Big to monitor the performance and use of the stage.

**Use** - Sneaky Big must approve, in its sole discretion and in writing, the use of exotic animals, automobiles, hazardous materials, stunts, explosives and/or pyrotechnics prior to the commencement of the rental term or none of the foregoing may be used in the studio. Customer is responsible for maintaining and following all applicable laws and regulations in connection with its use of the Goods as well as obtaining all applicable permits and/or licenses as required by law.

Any spike tape for use in stages (on the floor or otherwise) must be approved in writing by Sneaky Big prior to use on the stage and removed after use. Use of unapproved tape will result in an additional cleaning fee \$75.

No spray painting is allowed in stages or elsewhere in the building unless without the prior written consent of Sneaky Big. Sanding and cleanup of any over spray are required after use of any spray paint in stages. If Customer fails to promptly clean-up any spray paint in stages, Customer will be liable to promptly reimburse Sneaky Big for the cost and expense incurred by Sneaky Big to perform such clean-up.

**Inspection and Condition of Goods** – Customer is required to inspect all Goods (including the stage, if applicable) upon the earlier of delivery or arrival, as the case may be, and if there are any concerns or defects in the Goods, it is the responsibility of Customer to bring this to the attention of Sneaky Big at such time or Customer will be deemed to have accepted the Goods “as is”, without warranty or guarantee of any kind, expressed or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose. Sneaky Big assumes no responsibility, implied in fact or law, for the performance or non-performance of the Goods. Customer may not alter the Goods in any manner without the prior written consent of Sneaky Big. Upon the earlier of the request of Sneaky Big or the termination of the rental period set forth on the final estimate, Customer shall return the Goods to Sneaky Big in as good condition and repair as when received by Customer, ordinary wear and tear excepted.

**No Transfer of Ownership** – The Agreement in no way constitutes or implies transfer of ownership or title of the Goods to Customer. Customer shall protect Sneaky Big’s title to the Goods during the rental period and shall keep the Goods free from all claims, liens, and encumbrances.

**Screen Credit** – Sneaky Big shall be given screen credit for all television or film projects shot on our stages as follows “Arizona production facilities provided by Sneaky Big Studios, Scottsdale, Arizona”.



**No Sublet** - Customer shall not assign the rental arrangement, the Goods or any interest in either.

**Loss and Damage/Replacement Costs/Values** - If loss or damage occurs to the Goods, repair or replacement costs will be charged in addition to rental and/or any other costs incurred by Sneaky Big. Customer agrees that should a loss or damage to the Goods occur for any reason (excluding the fault of Sneaky Big Studios and/or representatives of Sneaky Big), Customer is fully responsible and agrees to pay to Sneaky Big within thirty (30) days of the invoice date documenting such loss and/or damage. If the Goods rented to Customer are returned in a damaged condition, Sneaky Big maintains the sole right to determine if the Goods are repairable or not and the amounts of the replacement or repair costs, as applicable. If the Goods are damaged beyond repair as determined by Sneaky Big, in its sole discretion, Customer agrees to pay the replacement costs of said Goods to Sneaky Big in accordance with these Terms. Repair costs may include, without limitation, the costs to repair both in-house and by outside agents and a rental charge for the time such Goods are out-of-service being repaired or replaced.

**Disclaimer of Warranties; Limitation of Liability** - Customer acknowledges that Sneaky Big is not the manufacturer of the Goods. SNEAKY BIG MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS, OR PERFORMANCE OF THE GOODS, except that the Goods are in good working order and condition upon delivery to or arrival of Customer. IN NO EVENT SHALL SNEAKY BIG BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SNEAKY BIG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND THE RENTAL OF THE GOODS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO SNEAKY BIG PURSUANT TO THE TERMS OF THE FINAL ESTIMATE.

**Indemnification** - Customer agrees to indemnify, defend and hold Sneaky Big harmless of, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by Sneaky Big arising out of or related in any manner to the rental, acceptance, storage,



possession and/or use of the Goods by or on behalf of Customer, including, without limitation, property damage, injury and/or death. . Customer hereby releases Sneaky Big and its parent and affiliate companies, together with their respective members, managers, officers, directors, employees, agents and assigns from any and all liability for destruction, breakage, loss, or damage to any of Customer's property or to any property in Customer's care, custody or control arising out of or in any way related to the rental, acceptance, storage, possession and/or use of the Goods by or on behalf of Customer.

**Insurance** - Customer will be required to provide Sneaky Big prior to the commencement date of the applicable rental with a certificate of insurance in such amount as required by Sneaky Big, in its sole discretion, naming Sneaky Big an additional named insured and loss payee with respect to the use of the Goods, including liability, property damage and replacement, and workers' compensation, from an insurer licensed to do business in the state of Arizona with a current rating of "A-" or better in A.M. Best's Insurance report and written on an occurrence (and not a claims made) basis. Customer's insurance shall be primary and Sneaky Big's insurance shall be secondary and non-contributing. Should the applicable insurance certificate not be produced, Customer will remain personally responsible for any and all damages whatsoever and howsoever caused. The dollar amount of any required insurance shall not limit the dollar amount of damages collectible by Sneaky Big if Customer breaches these Terms.

**Taxes** - Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer in connection with the rental of the Goods and otherwise compliance with these Terms.

**Termination of Rental** - The rental of the Goods may be terminated by Sneaky Big at any time and for any reason whatsoever by written notice to Customer. If Sneaky Big terminates the rental of the Goods for any reason, all of the Goods shall immediately be returned to Sneaky Big and all amounts due and owing Sneaky Big shall be immediately due and payable. Upon the termination of the rental of the Goods for any reason and by either party, Customer shall promptly remove all of its own equipment and belongings from Sneaky Big's premises, if any, and restore the premises to substantially the same condition as prior to the rental period, if applicable.

**Failure of Sneaky Big Studios** - The failure of Sneaky Big Studios to insist upon strict and/or prompt performance of any of the covenants herein and/or the acceptance of such non-performance hereunder shall not constitute or be construed as a waiver of the right of Sneaky Big to strictly enforce any of these Terms.



**Additional** - These Terms contains all the terms upon which the Goods are rented and supersedes and controls any prior agreements, orders, estimates or proposals, written or oral. If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Customer agrees to pay all costs of collection incurred by Sneaky Big, if any, including, without limitation, court costs, collection agency costs, and/or attorneys' fees.

**Final Amount** – The aggregate dollar amount owed to Sneaky Big by Customer shall be determined by the final invoice. The dollar amount specified in the final estimate are estimates only and do not take into account any additions or deletions of Goods being rented by Customer during the rental period or other fees, costs and expenses associated therewith as otherwise provided in these Terms.

**Choice of Law** – These Terms are governed and controlled by the laws of the State of Arizona and Customer agrees that any legal action, suit or proceeding between the parties arising from the rental of the Goods shall be instituted in the courts of the State of Arizona, City of Phoenix and County of Maricopa. Customer hereby irrevocably submits to the exclusive jurisdiction of such Arizona courts.

Last updated April 6, 2018.

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