

# **POLLUTION STUDIOS**

## **STAGE RENTAL POLICIES**

*Note: This information will form part of your Stage Rental Contract*

**FILMING PERMITS:** Pollution has a standing permit for this facility as a “film stage”. This permit is on file with both FilmLA and the Los Angeles Fire Department.

**NOTES ON RENTAL TIMES:** Producer is asked to inform Pollution of call times at least 12 hours in advance of shoot. **Rental day begins at earliest call time and ends when last person and all equipment are out of the stage and parking lot.** Rental hours are counted consecutively from the beginning of the rental day (example: a 12 hour rental day that begins at 8am will end at 8pm).

**NOTES ON ADDITIONAL FEES:**

**OVERTIME:** Overtime will be charged per half hour rounded up to the nearest half hour. The availability of the stage for overtime usage is not guaranteed and must be discussed on a case by case basis.

**EQUIPMENT ADD-ONS:** Unless previously agreed to **in writing**, Production Company **will be billed at full rate for all rental equipment** added during the shooting day.

**LOST AND DAMAGED EQUIPMENT:** All Pollution stage and rental equipment is assumed to be in good condition. It is the Production Company’s responsibility to inspect all equipment upon receipt and to notify Pollution of any existing damage or incorrect item counts. By signing the equipment receipt forms, the **Production Company assumes financial responsibility for any lost or damaged equipment.**

**CLEANING:** **Production Company is requested to leave the stage in a “broom clean” condition** (no loose debris, spilled liquids, etc). A fee will be charged for any cleanup that must be done by Pollution after production company vacates the premises in order to return the stage to “broom clean” condition.(mopping up spills, cleaning confetti, emptying trashcans, repainting walls/cyc, returning flats, etc).

**WASTE DISPOSAL:** Pollution has limited dumpster space. We can accommodate 3-4 bags per week of non-construction trash free of charge, but after this must charge a small fee for additional dumpster service. **Production Company is responsible for putting their trash in the dumpster at the end of each filming day.**

**SECURITY/CLEANING DEPOSIT:** a security deposit is due at the execution of this contract in the form of a credit card authorization . The deposit or portion thereof will be returned once the Production Company has vacated the premises and after Pollution has determined the condition and cleanliness of all facilities used and settled all expenses related to overtime, loss or damage to equipment, and damage to or defacement of the facilities used. **If a check is used as security deposit, we will deposit the check and return the balance within 1 week of the end of the show.**

**PRODUCTION COMPANY WILL MAKE CHECKS PAYABLE TO:** Pollution, LLC. **A 3% charge will be added for credit card payments** (this does not include the security authorization).

**PAYMENT SCHEDULE:** a non-refundable deposit of \$500 is due at the signing of this contract in order to secure the requested date. The remainder owed is due by the start of the first day of stage rental. Pollution reserves the right to not allow equipment and personnel to enter the stage until all payments have been made.

**PROOF OF INSURANCE:** A Certificate of Insurance (Accord) is required to be ATTACHED to this Agreement before this can be signed by Pollution, and the following checked coverages must be included on the Certificate:

\* Commercial General Liability Insurance, including Contractual Liability, and Personal Liability of at least \$1,000,000 per occurrence, written on an occurrence basis, with Pollution, LLC included as Additional Insured's, without qualification, for the actions and negligence of the Production Company.

\* Coverage for Rented equipment of at least \$250,000.

\*Coverage for 3<sup>rd</sup> Party Property Damage

The Certificate of Insurance shall contain a thirty (30) day notice of cancellation to the Certificate Holder. The Certificate Holder shall be as follows:

Pollution, LLC  
1539 S. Grande Vista  
Los Angeles, CA 90023

The failure of Pollution to secure a required Certificate of Insurance prior to the rental contracted for in the Agreement shall not relieve the Production Company from its responsibility to obtain and maintain any required insurance coverage for the rental.

**STAGE MANAGER:** A stage manager will be on duty at all times to ensure that the production company has everything that they need and to deal with facilities issues, turn on and off the main electrical transformer and handle any additional equipment rentals. Any issues that may arise during the shooting day should be addressed to the stage manager.

**ELECTRICITY:** 80 amps of wall outlets will be provided free by Pollution with each rental. **A 600 amp electrical service can be provided for an additional fee.** Only Pollution rep may turn on/off circuit breakers or the main electrical transformer. Electrical TIE INS ARE NOT PERMITTED.

**SOUND RECORDING: Pollution Studios is not a sound stage.** We have had many successful sound shoots on stage (features, commercials and shorts) and for the most part the stage is very quiet (especially on weekends). But it is important for the Production Company to be aware that a train comes by every 2 hours during the week, and that very occasionally a large truck will cause the rollup door to rattle. We are continually working to upgrade our sound proofing, and in the meantime can suggest many temporary solutions that have proven successful.

**LIGHTING GRID:** Please note that this grid is for lighting purposes only, and can not be used for rigging set walls or suspending people, or for dynamic loads such as chain motors. THE GRID IS RATED FOR 1000 lbs MAXIMUM of additional weight overall and 200 lbs maximum per single point. Overloading the grid can potentially weaken the grid's support rigging as well as cause damage to the roof of the building. Because of this, ANY PRODUCTION THAT OVERLOADS THE GRID will be charged the full cost of bringing in a structural engineer to inspect the rigging hardware for damage, as well as the cost of any repairs to the grid or roof.

FLATS: Flats are assumed to be in good condition, but it is the responsibility of Production to inspect them upon checkout. Unless otherwise stated, all flats must be returned to their original or better condition at the end of the rental, and if painted must be primed white before being returned. A failure to do so may result in additional charges.

EQUIPMENT: 'Equipment' is hereby defined as any and all pieces of stage equipment provided free of charge (including but not limited to ladders, brooms, furniture etc.) as well as rented equipment (including but not limited to lights, camera, grip gear etc.).

Pollution has a large selection of grip and electric equipment on stage, and an even greater selection that can be sub rented with a day or two notice. Equipment rentals will be dealt with in a contract separate to this one. The stage manager is authorized to pull additional gear if requested, at a previously agreed upon price. If no price has been previously agreed upon, any additional equipment rented during the shoot will be billed at list price. An equipment list with prices is available upon request.

**Renter agrees to hold Pollution, LLC harmless for any damages to property or personal injuries or death caused by use of any and all equipment provided by Pollution.** Motion picture equipment can be dangerous even when used correctly, and Pollution, LLC recommends that the Production Company allow only trained, qualified personnel to operate this equipment.

#### LOSS AND DAMAGE OF EQUIPMENT

Renter agrees to be financially responsible for the repair or replacement costs of all damage to and loss of rented equipment as well as all equipment provided free of charge with the stage. If insurance is provided, Pollution LLC will place a claim with the renter's insurance company. **Renter is responsible for all costs not covered by insurance policy, including but not limited to the deductible of the policy. Amount of damages assessed by Pollution LLC will include cost of repairs as well as the cost of labor.**

#### ADDITIONAL EQUIPMENT CHARGES

Spare globes for all rented production lamps are provided free of charge. Globes have an average lifespan of well over 100 hours, as a result, a production will only be issued one free globe per head as a replacement. **Renter will be charged for any lost or damaged globes. If a burnt out globe is not returned, it will be considered lost.**

RESTROOMS: Pollution will provide two restrooms with each stage, and one restroom with use of the kitchen space. Larger productions may wish to rent portable toilets, which must be removed no later than 1 business day following the show.

PARKING: Pollution does not guarantee parking for Production Company's personal or production vehicles. Pollution customarily reserves 1/3 of the lot for office staff; please do not block these spaces. If parking is provided, Pollution is not responsible for any damages to/theft of or from the Production Company's vehicles or their contents. **Please note that cars parked illegally may be ticketed or towed.** Do not park in alleyways or blocking neighboring businesses. Any questions about parking can be addressed to the stage manager.

PRODUCTION COMPANY'S STATUS AS INDEPENDENT CONTRACTOR: Pollution is retained by the Production Company solely for the purposes and to the extent set forth in this AGREEMENT, and the

Production Company's relation to Pollution during the term of this contract shall be that of independent contractor.

**CONDUCT:** All of Production Company's personnel will conduct themselves in a proper and acceptable manner and shall observe the rules and regulations of the venue. The Production Company shall direct the removal from the premises of any persons who: endanger persons or property; commit acts of immoral or illegal conduct; or in any way violate the provisions of this contract.

**CONTROLLED SUBSTANCES:** The Production Company acknowledges that smoking, controlled substances, and alcohol policies and regulations of the State of California shall be in effect. **THERE SHALL BE NO SMOKING IN ANY INDOOR AREA OF THE BUILDINGS AND ABSOLUTELY NO USE OF CONTROLLED SUBSTANCES.**

**LIABILITY:** The Production Company hereby releases and forever discharges Pollution, their officers, agents and employees from any and all liability, losses, costs, expenses, causes of action, claims and suits for property damage, theft of property or personal injury (including death) arising in connection with the Pollution's performance of services hereunder.

**LAW/ORDINANCES/CODES:** It is the Production Company's responsibility to operate its equipment and materials in a manner that conforms to all governing laws, ordinances, and codes, including making sure that all personnel are properly trained before using Pollution equipment. In addition, for any of Lessee's furnished equipment and/or materials that are subject to any licensing, registration, or inspection by any branch of government, it is Lessee's sole responsibility to follow all governing laws, ordinances, and codes in this regard.

**FIRE LANES and FIRE EXTINGUISHERS:** Pollution has provided fire extinguishers in accordance with California Law. It is the responsibility of the Production Company to make sure that fire extinguishers, emergency signs and exit doors remain accessible and that a 4 foot fire lane is maintained throughout the stage.

**UNPERMITTED ACTIVITIES:** The Lessee is not permitted to make Structural or Electrical Modifications to the facilities. Any other changes (such as painting or nailing into walls or floor) must be approved in advance by Pollution and will be subject to additional regulations. Stunts, Pyrotechnics, Aircrafts, Boats, Animals, Fight Scenes, Blanks, Squibs, Guns, Water Tanks, Scaffolding over 15 feet, Gangsta Rap and Hazardous Chemicals are not permitted.

**RESERVATIONS:** As stated above, a non-refundable \$500 down payment on this contract is necessary to secure the premises. **Verbal agreements without a signed contract and down payment will not be considered binding.**

**CANCELLATIONS:** The down-payment will not be refunded in the event of a cancellation by the production company. In addition, should cancellation occur less than 48 hours from the start of the rental, the production company may be billed for expenses incurred by Pollution in preparation for the rental, including but not limited to: painting of the cyc wall and preparing/subrenting rental equipment.

If Production company reschedules the rental at the time of notice of cancellation, Pollution may, at their sole discretion, waive or adjust the associated fees.

Should Pollution have to cancel the scheduled rental due to a problem with the building or circumstances beyond their control (weather, Acts of God or police, etc.), then Production Company shall receive their

full deposit back minus the cost of work already done and Pollution and Production company shall have no further obligations to each other.

**GOVERNING LAW AND LEGAL VENUE:** All parties hereby irrevocably agree that this AGREEMENT shall be governed by the laws of the State of California of the United States of America, and the venue for any and all legal actions brought under this