



1426 LOVE STATION RD.
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828-337-8608

Studio Agreement and Rental Information

Booking and Holding

Studio space is scheduled and held on a “*first-come, first-serve*” basis. 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 rental 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 hours of production, client will be charged a cancellation fee. By keeping Primordic Studios representatives informed of your shooting schedule, clients can minimize or avoid cancellation charges. Though 50% deposit is non-refundable, rescheduling is available free of charge, unless additional time is needed for the rental period.

The typical rental period for a full-day shoot is 12 hours. Clients exceeding the allotted time for either a half-day (6 hours) or a full-day (12 hours) period will be charged \$100.00 per additional hour for studio use. Standard and customary overtime charges will apply to any Primordic Studios or personnel involved in the production.

Build/Wrap days for the studio are \$500 for a 12-hour period (full-day) and \$250 for a 6-hour period (half day).

Payment Terms

First time clients are requested to pay 100% of estimated studio rental cost 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. Checks are payable to “Quantum Ascension Studios” or “Ronald Capes”.

Stage Manager

Clients using Primordic 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

clients' crew and are a valuable asset to your team with grip, gaffer, and PA know-how. We offer stage managers at only \$20 per hour, which represents an excellent value.

Crew

Depending on clients' situation, clients may need additional crew for their production/project. Primordic Studios offers crew-for-hire through Dark Star Films for the various tasks performed on such projects (i.e. camera operators, sound operators, P.A.'s). Cost of crew labor is separate and in addition to any studio rental costs. Prices are variable and negotiable depending on the situation, but typically, a camera operator cost \$20 per hour, while a PA cost \$10 per hour. Seven to ten days advance notice for crew services is requested to ensure successful planning and avoidance of scheduling conflicts for all involved crew members.

Painting

While we offer painting services, Primordic Studios Stage One typically "lives" green. Normal use will scuff and dirty the stage floor; therefore, condition of the floor in stage 1 should be considered "as-is" and should be evaluated by client prior to use if the floor condition is critical to your production. All other stages are effectively "blank slates" for set construction, and any colors and conditions of base walls, floors, and ceiling are either unaltered or from previous clients. Clients will be charged for any painting color change or fresh coat requested at a labor rate of \$15/hour per painter. Five to seven days advance notice on any painting is requested to assure timely completion and sufficient curing.

Material costs vary depending on the specific color and brand desired. While consumer-grade paints generally work for a variety of film-sets, filming that involves chroma-keying or a white/black "void" appearance usually requires higher quality film paint to completely eliminate sheen reflectance and light imbalance from set lighting. Below is a break-down of high-grade, film quality paint typically used on Stage One.

Rosco Chroma Key Matte Blue or Green - \$0.55 sq. ft. (Two coats applied + touch-ups)

Rosco DigiComp HD Ultra-flat Green - \$0.80 sq. ft. (Two coats applied + touch-ups)

Rosco Matte White Video Paint - \$0.40 sq. ft. (two coats applied + touch-ups)

Rosco Matte Black Video Paint - \$0.30 sq. ft. (two coats + touch-ups)

One gallon of all of the above covers approx. 300 Sq. ft. depending on the surface texture and quality.

Stage One floor, wall, and cove total surface area is approximately 3300 Sq. Ft.

Stage One Color Change = cost of new color + cost to repaint original color

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 Primordic 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.

Expendables are charged “as-used”.

Costs associated with repairing damage to Stage 1 hard-cyclorama wall, cove, and/or floor is responsibility of the client. Clients should take precaution that the cyclorama cove is not walked upon. Repair charges due to any pulling-up of paint along with 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 cyclorama wall, cove, or floor. Spray painting, sawing, and sanding is not allowed within the studio unless permission is obtained in advance.

Unless specifically prohibited by Studio Client, Primordic 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.

Insurance

Clients are fully responsible for damage and/or destruction of Primordic Studios property that occurs from use, misuse, or abuse of said property by the clients, including, but not limited to studio space, support space, and furnishings, equipment, props, etc. from all sources. Clients agree to, at clients’ expense, cover all repair and/or full replacement costs.

Clients are highly encouraged – though not required - to maintain insurance covering all Primordic Studios property, at all times during studio use. Failure to provide insurance coverage in no way negates studio clients’ responsibility for the afore mentioned liabilities.

Indemnity

Studio clients agree to indemnify and hold harmless Primordic Studios, Dark Star Films, 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 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 Primordic Studios staff. Detailed information can be found in the “Accident Waiver and Release of Liability” form provided by Primordic Studios. Any and all individuals participating in the clients’ operations at any point during the clients’ rental period or related events, whilst on Primordic Studios’ premises must sign this waiver to be permitted on said property. Failure/refusal to do so will result in the immediate expulsion of such individual(s) from the premises and may jeopardize clients’ access to Primordic Studios assets and services.

Non-Disclosure

While Primordic Studios offers studio space for rental and typically allows full access of the studio premises to clients, clients should be aware that Primordic Studios staff also work on many proprietary projects, both in-house and with other clients, and takes confidentiality of these projects very seriously. As such ANY ideas, information, scripts, literature, artwork, concept art, audio, video, or any other related media involved in these projects that is seen, read, heard, and/or discussed, either intentionally or inadvertently and with or without Primordic staff consent, is to be considered confidential information and prohibited from being disclosed to any person(s) or entity(s) without prior consent from Primordic staff, until such time as such related information becomes publicly available. More detailed Non-Disclosure Agreements will be provided by Primordic Studios staff to clients and their representatives on an "as-needed" basis.

In turn, Primordic Studios and its staff, officers, & executives agree to maintain full confidentiality of clients' project(s) under identical/similar terms unless otherwise stated by the client. This does not inherently include the afore mentioned agreement for Primordic Studios to use behind-the-scenes photographs and/or video for in-house and public promotional use and must be stated by the client to be specifically prohibited.

Legal

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 – Primordic Studios is and shall remain an independent contractor. Nothing in this Agreement shall constitute Primordic 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 Primordic Studios, and Primordic 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.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS CONTRACT IS LEGITIMATE AND LEGALLY BINDING AND I SIGN IT OF MY OWN FREE WILL.

Client Signature

Client Information:

First Name/Given Name (Please print legibly)

Last Name/Surname (Please print legibly)

Company/Group (if applicable)

Position/Title (if applicable)

Address

City

State

Zip code

E-mail

Phone Number