

PROGEAR

1740 W. Carroll Ave
Chicago, IL 60612
312-376-3770

PROGEAR, LLC STUDIO LICENSE AGREEMENT

Today's Date:	
Client (exact legal name):	
Address:	
City, State and Zip:	
Contact Name:	Email address:
Phone:	Fax:
Billing Address (if different from above):	
Type of Business or Service:	
Persons authorized to charge to account:	

Shoot Dates:	Rental Time:	Studio:
Shoot/Job Reference:		
Photographer:		
Special Requirements including third party caterers:		
<p>• 10h Day Rental Fee: \$</p> <p>Rate includes studio rental. Rate does not reflect applicable sales tax.</p> <p>Equipment or ProGear Digital services ordered to be billed separately.</p> <p>Overtime rates: \$100 an hour after 10 hours; \$250 an hour after 12 hours</p>	<p>***Deposit: 50% Due prior to commencement of shoot.</p> <p>Credit Card Type _____</p> <p>Name on the Card _____</p> <p>Credit Card # _____</p> <p>Exp Date ____ / ____ Security Code _____</p>	
Fixed Fee Payment Date: See Terms	Payment Terms: Final Balance Due Upon Receipt of Invoice	
Contract Start Date: Upon Signature		

I have read and understand the above and the Standard Terms and Conditions on the attached sheets and I agree to be bound by the above and the Standard Terms and Conditions.

Name: (print) _____ (sign) _____

Title: _____ **Date:** _____

*As described in the rate schedule provided and subject to overtime and other additional charges.

**Due prior to commencement of shoot.

***Refundable ten (10) days prior to the shoot.

Studio Guidelines and Conditions

Any agency or client(s) renting studio space at ProGear acknowledges and abides to the following conditions:

1). Studio hours are Monday through Friday 8:00am – 6:00pm unless otherwise pre-arranged. Hours going beyond standard rental hours constitute overtime and are subject to overtime fees as described in the Studio Rental Contract.

Initials_____

2). Alcohol as well as non-prescription / illegal drugs are prohibited. Any use of such items will result in immediate expulsion of client and clients associates / guests of ProGear premises and law authorities will be called. In the instance of a photo shoot / advertising campaign requires alcoholic liquids to be consumed or brought on to premises, a special LIABILITY INSURANCE WAIVER is required and client will not be allowed to bring such products on ProGear premises until all insurance needs are met.

Initials_____

3). ProGear's studios are cleaned of all debris and garbage before your studio rental. Upon completion of your rental, the studio will be left in the condition as received. In the instance of excessive garbage accumulation (deemed by ProGear), extra charges will result to compensate for extra garbage removal.

Initials_____

4). The Cyc in Studio A is not a skateboard ramp or play area...I will keep all personnel off the Cyc.

Initials_____

5). No tape is to be placed on the studio floor without prior consent of ProGear and its employees.

Initials_____

6). Smoking is not allowed in the building as well as any type of open flame.

Initials_____

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Conditions:

1. Client's employees and guests shall conduct themselves in a businesslike manner, proper attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other clients and Client will abide by PROGEAR, LLC directives regarding security, keys, parking and other such matters common to all clients. Canvassing, soliciting and peddling in the facility is prohibited and Client shall not solicit other clients for any business or other purpose. Client or Client's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior, verbal or physical in the facility for any reason.
2. Client agrees to use the equipment rented and furnishings located in the Studio(s) in an appropriate manner and any damage from failure to use the same shall be the sole responsibility of Client. Client shall not affix anything to the windows, walls or any other part of the Studio(s) or the facility or make alterations or additions to the Studio(s) or the facility without the prior written consent of PROGEAR, LLC. You will be charged for the full cost of repairs for any damages done to the facility. Client shall not remove furniture, fixtures or decorative material from the Studio(s) without the prior written consent of PROGEAR, LLC and any such removal shall be under the supervision of PROGEAR, LLC. Client shall not use any portion of the facility for manufacturing or storage of merchandise except as such storage may be incidental to use of the facility as a photography studio. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the facility by Client nor shall any changes be made on existing locks or the mechanisms thereof.
3. Client can only use common areas with the prior written consent of PROGEAR, LLC and those areas must be kept neat and attractive at all times. All corridors, halls, elevators and stairways shall not be obstructed by Client or used for any purpose whatsoever other than egress and ingress. Client shall not prop open any corridor doors, exit doors or doors connecting corridors during or after business hours. No advertisement or identifying signs, other than those provided by PROGEAR, LLC, or other notices shall be inscribed, painted, or affixed on any part of the facility without prior authorization. Client may not conduct business in the hallways, reception area or any other area except in its designated Studio(s) without the prior written consent of PROGEAR, LLC.
4. Client shall not bring any minors into the facility unless accompanied by such minor's parent or legal guardian and without the prior written consent of PROGEAR, LLC. Client shall not bring or keep any animals other than seeing-eye dogs in the company of blind persons into the facility without the prior written consent of PROGEAR, LLC.
5. Client shall not occupy or permit any portion of the facility to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form. Client shall not use the Studio(s) for any unhealthy, annoying, immoral or illegal purposes or activities which may invalidate or increase the premium of any policy of insurance contracted by PROGEAR, LLC. No smoking shall be permitted at any time in any area of the facility.
6. Client shall, before leaving the Studio(s) unattended for an extended period of time, close and securely lock all doors and shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be paid by and be the sole responsibility of Client. All property belonging to Client or any employee, agent or invitee of Client shall be at the risk of such person only and PROGEAR, LLC shall not be liable for damages thereto or for theft or misappropriation thereof. If Client does not remove any property belonging to Client from the facility by the end of the term, at the option of PROGEAR, LLC, Client shall be conclusively presumed to have conveyed such property to PROGEAR, LLC under this Agreement as a bill of sale without further payment or credit by PROGEAR, LLC to Client and PROGEAR, LLC may remove the same and Client shall pay PROGEAR, LLC all costs of such removal upon demand.
7. Client shall not, without PROGEAR, LLC prior written consent store or operate in the Studio(s) or the facility any computer (except a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment, or conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the facility oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the facility. No offensive gases, odors or liquids or firearms or weapons of any kind shall be permitted in the facility. The electrical current shall be used for ordinary and special lighting, powering personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from PROGEAR, LLC at an agreed cost to Client. If Client requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Client's expense by the personnel designated by PROGEAR, LLC. Client shall use only telecommunications systems and services as provided by PROGEAR, LLC. PROGEAR, LLC has the right to suspend T-1 service at any time if client's use violates the rules and regulations of internet service use. The Client will be charged for the full cost of all long distance and international calls made by you and your agents and guests at the facility.

Internet service and any other service provided by PROGEAR, LLC may only be used for lawful purposes. Transmission or storage of any information, data, or material in violation of any US Federal, state or local law is prohibited. Client is prohibited from using the PROGEAR, LLC internet access to transmit threatening material or transmit or receive obscene material.
8. PROGEAR, LLC reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety of clients, and the care and cleanliness of the facility. PROGEAR, LLC shall have no responsibility whatsoever to Client for the violation or non-performance by any other PROGEAR, LLC clients of any of these Standard Terms and Conditions or any other rules and regulations but shall use reasonable efforts to uniformly enforce these Standard Terms and Conditions and any other rules and regulations.
9. STUDIO ACCESS. As a client you have a license to use the Studio(s) assigned to you. You also have shared use of common areas in the facility. You have access to your Studio(s) during regular business hours, Monday through Friday except holidays. Our facility provides various services, heating and air conditioning to the center during normal business hours as determined by the landlord for the building. We reserve the right to relocate you to another Studio in the facility or at a neighboring (competing) studio from time to time. If we exercise this right it will only be to another studio within this or at a neighboring facility of similar size and configuration. This relocation is at our expense. We reserve the right to show the Studio(s) to prospective clients and will use reasonable efforts not to disrupt your business. Items delivered before the Start Date will not be accepted without the prior written consent of PROGEAR, LLC.
10. SERVICES. In addition to your Studio, we provide you with certain services on an as requested basis. The fee schedule for these services is available upon request. The fees are charged to your account and are payable on the service fee payment date listed on the front page of this agreement. You agree to pay all charges authorized by you or your employee. The fee schedule is updated from time to time. PROGEAR, LLC and vendors designated by PROGEAR, LLC are the only service providers authorized to provide services in the facility. You agree that neither you nor your employees will solicit other clients of the center to provide any service provided by PROGEAR, LLC or its designated vendors, or otherwise. In the event

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you default on your obligations under this agreement, you agree that PROGEAR, LLC may cease to provide any and all services including telephone services without resort to legal process.

11. **PAYMENTS.** You agree to pay the fixed and additional service fees and all applicable sales or use taxes on the payment dates listed on the front page of this agreement. If you dispute any portion of the charges on your bill, you agree to pay the undisputed portion on the designated payment date. You agree that charges must be disputed within ninety (90) days or you waive your right to dispute such charges. You may be charged a late fee for any late payments.

When you sign this agreement you may be required to pay a deposit or issue a purchase order. The deposit for photo shoots will be returned for cancellations made 10 or more working days before the start date. All cancellations less than 48 hours in advance of booking will be charged a cancellation fee equal to 100% of the studio rental fee. Cancellations prior to 48 hours but after 10 working days to the start date will be charged 50% of the studio rental fee. The deposit will not be kept in a separate account from other funds of PROGEAR, LLC and no interest will be paid to you on this amount. The deposit may be applied to outstanding charges at any time at our discretion. We have the right to require that you replace deposit funds that we apply to your charges. At the end of the term of this agreement, if you have satisfied all of your payment obligations, we will refund to you the remaining portion of this deposit within forty-five (45) days.

12. **OUR LIMITATION OF LIABILITY.** You acknowledge that neither PROGEAR, LLC nor any of its officers, directors, employees, shareholders, partners, members, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of PROGEAR, LLC to furnish a studio or any service. Your sole remedy and PROGEAR, LLC sole obligation for any failure to render any service, any error or omission, or any delay or interruption is limited to an adjustment to your bill in an amount equal to the charge for such studio or service for the period during which the failure, delay or interruption continues. WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, CLIENT EXPRESSLY AND SPECIFICALLY WAIVES, AND AGREES NOT TO MAKE, ANY CLAIM FOR DAMAGES, DIRECT OR CONSEQUENTIAL, INCLUDING WITH RESPECT TO LOST BUSINESS OR PROFITS, ARISING OUT OF ANY FAILURE TO FURNISH A STUDIO OR ANY SERVICE, ANY ERROR OR OMISSION WITH RESPECT THERETO, ANY DELAY OR INTERRUPTION OR IN THE EVENT OF DEATH OR INJURY OF THE CLIENT, AUTHORIZED PERSONS, EMPLOYEES AND GUESTS INCLUDING THOSE CAUSED BY A THIRD PARTY OR ANY EQUIPMENT. PROGEAR, LLC DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **LICENSE AGREEMENT.** THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE. We retain legal possession and control of the facility and the Studio(s) assigned to you. Our obligation to provide you space and services is subject to the terms of our lease with the owner of the building. This agreement terminates simultaneously with the termination of our lease or the termination of the operation of our facility for any reason. As our client you do not have any rights under our lease with our landlord. When this agreement is terminated because the term has expired or otherwise, your license to occupy the center is revoked. You agree to remove your personal property and leave the facility as of the date of termination. We are not responsible for property left in the facility.

14. **DAMAGES AND INSURANCE.** You are responsible for any damage you cause to the facility, the Studio(s) assigned to you, or equipment rented from us (beyond normal wear and tear) either at PROGEAR, LLC or on location. We have the right to inspect the condition of the Studio(s) and all equipment rented from us from time to time and make any necessary repairs. You will be charged the full cost of repairing or replacing equipment you have damaged either at PROGEAR, LLC or on location. You are responsible for insuring your personal property against all risks and must deliver a certificate of liability insurance naming PROGEAR, LLC as an additional insured with such coverages and other conditions required by PROGEAR, LLC from time to time. You have the risk of loss with respect to any of your personal property either at PROGEAR, LLC or on location. You agree to waive any right of recovery against PROGEAR, LLC its directors, officers and employees for any damage or loss to your property under your control either at PROGEAR, LLC or on location. All property in your Studio(s) or on location is understood to be under your control.

15. **DEFAULT.** You are in default under this agreement if: (a) you fail to abide by the rules and regulations of the facility; (b) you do not pay your fees on the designated payment date and (c) you do not comply with the terms of this agreement. If the default is unrelated to payment you will be given written notice of the default and you will have five (5) days to correct the default.

16. **TERMINATION.** You have the right to terminate this agreement early: (a) if your access to the Studio(s) is substantially impaired for a period of ten (10) concurrent business days; or (b) in accordance with a negotiated buy out agreement. PROGEAR, LLC has the right to terminate this agreement early: (a) if you fail to correct a default or the default cannot be corrected; (b) without opportunity to cure if you repeatedly default under the agreement; or (c) if you use the facility for any illegal or immoral operations or purposes.

17. **RESTRICTION ON HIRING.** Our employees are an essential part of our ability to deliver our services. You acknowledge this and agree that, during the term of your agreement and for six (6) months afterward, you will not offer employment to, or hire any of our employees. If you do hire one of our employees, you agree that actual damages would be difficult to determine and therefore you agree to pay liquidated damages in the amount of one-half of the annual base salary of the employee you hire. You agree that this liquidated damage amount is fair and reasonable.

18. MISCELLANEOUS.

A. All notices are to be in writing and may be given by registered or certified mail, postage prepaid, overnight mail service or hand delivered with proof of delivery, addressed to PROGEAR, LLC or client at the address listed on the front page of this agreement.

B. You acknowledge that all telephone and facsimile numbers and IP addresses are the property of PROGEAR, LLC. These numbers will not be transferred to you at the end of the term.

C. In the event a dispute arises under this agreement you agree that the matter will be submitted to arbitration pursuant to the procedure established by the American Arbitration Association in Chicago, IL. The decision of the arbitrator will be binding on the parties. The non-prevailing party as determined by the arbitrator shall pay the prevailing party's reasonable attorney's fees and costs of the arbitration. Nothing in this paragraph will prohibit PROGEAR, LLC from seeking equitable relief without the need to post a bond or other security including without limitation any action for removal of the client from the facility after the license has been terminated or revoked.

D. This agreement is governed by the laws of the State of Illinois without regard to its conflict of laws principles.

E. Client may not assign this agreement without PROGEAR, LLC prior written consent.

F. This agreement is the entire agreement between you and PROGEAR, LLC. It supercedes all prior agreements.