

## PREMISES USE AGREEMENT & RELEASE OF LIABILITY

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Detati Communications, Inc., (also DBA Pacific Light Studios (PLS) ), and \_\_\_\_\_, an Individual for the purpose of modeling, shooting, videotaping or participating in a photoshoot on \_\_\_\_\_, time: \_\_\_\_\_

Detati Communications is willing to permit Individual to use the Premises upon the terms and conditions of this Agreement.

NOW, THEREFORE, the parties do agree as follows:

1. **General Conditions of Use.** Individual agrees as follows:

Individual is responsible for the proper use and care of any Detati Communications property. The Individual will be liable for the replacement cost of any Detati Communications property which is damaged, destroyed or lost.

Individual agrees to clean up or restore the Premises immediately after usage to the same condition provided to INDIVIDUAL prior to its use of the Premises. Costs may be assessed for clean up by Detati Communications if INDIVIDUAL's clean up is not satisfactory.

INDIVIDUAL acknowledges that it has inspected the Premises and that it is satisfied that the Premises have the capacity and capability to accommodate the use contemplated under this Agreement.

2. **Security.** INDIVIDUAL is solely responsible for the security of its personal belongings and invitees on Detati Communication's property.

3. **Condition of Premises.** INDIVIDUAL accepts the Premises "as is." INDIVIDUAL shall assume all risk and responsibility for the actions of INDIVIDUAL on the Premises. INDIVIDUAL shall, have insurance coverage to cover the activities at this location and for the purpose of the Agreement. Any insurance carried by Detati Communications, or Invax Technologies shall be noncontributing.

4. **Indemnification.** INDIVIDUAL shall release, indemnify, defend, and save harmless Detati Communications and Invax Technologies, and their respective trustees, officers, directors, employees and agents from and against all claims, suits, actions, damages, or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the use of the Premises for which the Agreement is entered into and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Detati Communications, and Invax Technologies as are provided

5. **Miscellaneous.**

*Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto.

*Governing Law/Venue.* This Agreement is governed by the laws of State of California. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Santa Clara County, California.

*Waiver.* The waiver by either party of a breach of a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

*Survival.* Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.

*Compliance with Applicable Laws.* The parties shall comply with all federal, state and local laws in performing the Agreement terms.

*Entire Agreement/Amendments.* The Agreement, as amended herein constitutes the entire agreement between the parties, and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above. For and on the behalf of INDIVIDUAL:

Signature \_\_\_\_\_

Date \_\_\_\_\_