

#### 360ism Studios Studio Terms of Use

360ism Studios has implemented the following policies, guidelines and rules to ensure the best client experience. 360ism Studios may at any time modify the policies and rules without notice. All guests/clients have the responsibility to stay updated with our current bylaws. All signs posted in the studio or on the premises are considered a part of the policies and rules of 360ism Studios.

# **Equal Opportunity Policy Statement**

360ism Studios approves and maintains memberships without regard to race, religion, marital status, sex, or sexual orientation. All members and non-members ("clients") shall have equal access to the studio facility.

## **Prohibited Items and Activities**

No Alcohol, Drugs, or Smoking: You cannot engage in any activity at 360ism Studios while under the influence.

No Weapons: No weapons are permitted in 360ism Studios Studio without written consent from 360ism Studios.

No Pornography: No photography, videography, audio of explicit sexual acts are permitted.

### **Misconduct**

Including causing a nuisance or delay to other clients, mistreatment of 360ism Studios staff, illegal activity, destruction/vandalism of 360ism Studios equipment or facilities

#### **Violation of Rules**

If any client or guest violates the rule(s), 360ism Studios will ask that person to stop or leave. A member who violates our rules may have their membership agreement terminated without discussion.

### **Benefits**

360ism Studios Membership entitles members to the following benefits:

- \*Priority Booking on Weekends and certain high volume dates
- \*Full access to the studio use and standard equipment
- \*A simplified booking process

#### **Certain Conditions**

- 1. Memberships are for individual use only and are non-transferable. Memberships cannot be purchased for another individual or party.
- 2. We expect members to submit and maintain accurate and current user information in connection with their memberships. Such information includes name, address, email address, and telephone number.
- 3. Payments and credit/debit card information must match the name of the account holder.

# **Membership Fees**

There are two levels of membership.

- 1. Hobbyist \$299.00 Per month / \$897 Every Quarter: Includes full use of the studio, equipment and facilities. Includes 6 hours of booking time per month. Paid Booking Time is not carried over to the next month; Use or lose the time.
- 2. Professional \$649.00 Per month / \$1947.00 Every Quarter: Includes full use of the studio, equipment and facilities. Includes 13 hours of booking time per month. Paid Booking Time is not carried over to the next month; Use or lose the time. Priority booking on weekends.

Members must pay the total amount for the 3 month cycle/quarter. Payment plans are available via the website checkout using Afterpay, Affirm, etc.

If a member uses all of the included hours, addition hours can be bought at the regular booking rate of \$50.00 per hour. Hours can not be borrowed from the next month within the 3 month billing cycle.

## **Membership Cancellation; Termination**

- 1. Once a membership is established, dues shall be continued until such time that 360ism Studios receives an email requesting cancellation and payment for any outstanding balance. Until we receive a request to cancel your membership, members remain responsible for all dues.
- 2. You have the right to cancel your membership at any time. You may cancel your membership by emailing 360ismstudios@gmail.com.
- 3. We may terminate your membership, including any associated accounts, without notice, for any reason in our sole discretion, including without limitation our belief that continued use of such membership would violate any provisions of this agreement, applicable law, or otherwise be harmful to our interests. In the event of any such termination, you will not be entitled to a refund of your membership fee.
- 4. If a member has an outstanding balance on their account without a cancellation notice, the member will not be able to book the studio until all dues are paid. Non-use of the facility does not constitute a membership cancellation for relieving the member of the responsibility for paying accumulating dues.

### **Booking Rates & Policies**

Member Rate | Non-Member Rate Regular Hours of Operation (8:00AM - 6:00pm) \$50 | \$90

After Hours of Operation After hours (6:00pm - 8:00AM) \$75 | \$120

# Additional fees, additional studio policies, and capacity limitations apply.

- 1. Covid-19- We follow Virginia's guidelines for masks, state of emergency, etc. Covid cancellations apply only when Virginia is in a state of emergency.
- 2. 360ism Studios requires a one (1) hour minimum rental.
- 3. Payment in full is required when reserving the studio.
- 4. 360ism Studios does not accept checks, money orders.
- 5. We follow OPM.gov for weather closures. 360ism Studios will make every effort to be open during inclement weather. If we are unable to open the studio due to weather, we will credit your account and apply it to a rescheduled booking. If the studio is open and you cannot make it to the studio for your shoot, notify the studio with at least twelve (12) hours prior to the start of your booking; the credit amount will be determined at that time.
- 6. Once you receive your booking confirmation, you are required to pay for your entire booked time, regardless if you end your shoot early, arrive late, don't show up at all, or if your model/client/subject does not show up.
- 7. Your booking time includes set up, break down, and clean up time. This includes but is not limited to setting up lights, makeup/hair prep, packing up, returning props, and checking out. If you or anyone else involved in your shoot is occupying the studio area you will be charged for it. We do not offer a grace period for setting up or cleaning.
- 8. You are expected to vacate the studio at the time your booking is over. However, we will make every effort to accommodate shoots that request additional time. If no one has booked the studio after you, you may extend your time. You will be charged at the normal studio rental rate. You are not guaranteed overtime, so you must make every effort to finish your shoot during your booked time. Overtime is at the staff's discretion.
- 9. Studio time is prorated in 30-minute intervals, rounded up to the next hour.
- 10. You may bring your own equipment and props. They must be removed from the premises no later than the end of your reservation time.
- 11. 360ism Studios reserves the right to change the rental rates at any time.
- 12. 360ism Studios reserves the right to increase rental fees for events. What constitutes an event is at our discretion.

Please contact360ismstudios@gmail.com if you would like to receive event pricing.

#### **Cancellations**

We Do Not Reschedule Reservations

To cancel your booking, send an email to 360ismstudios@gmail.com including the name on the booking, date, and time.

## **Studio Rules**

- 1. First-time clients are required to receive a short orientation to the studio and the equipment.
- 2. Clients are responsible for all damages caused during the rental. These charges are at the discretion of 360ism Studios.
- 3. Cleaning fees may be applied if the studio is not reset (things put back like you found them) after your shoot.
- 4. Props including furniture may be used. Please ask staff for assistance moving furniture onto and off of the cyc wall, if necessary. You are expected to leave the studio as you found it. Studio furniture and props are available on a first-come, first-served basis.
- 5. Do not enter studio spaces without permission from the staff. 360ism Studios staff may enter any part of the studio at any time.
- 6. RESERVATION TIME: Your reservation must include all the time you need to set up, shoot, clean up, and vacate the studio. You cannot enter the studio early, and you're expected to vacate your studio no later than the time your reservation ends. This allows everyone's shoot to begin on time.
- 7. SETUP: You are responsible for setting up your shoot including but not limited to paper, equipment, etc.
- 8. SAFETY: You are responsible for ensuring the safety of your clients and participants.
- 9. FOG MACHINE: You must stop shooting 30 minutes prior to the end of your booking to clear fog from the studio.
- 10. ANIMALS: Pets are allowed in the Expansive Workspace building for photoshoots only.
- 11. MINORS: Persons under the age of 18 must have a parent/guardian with them at all times.
- 12. MESSY SHOOTS: Glitter is prohibited. Any shoot that may become "messy" including but not limited to wax, oil, body painting, water, mud, food, snow, etc must be approved with 360ism Studios. Additional cleanup fees may apply.

#### **Disclaimers**

360ism Studios is in no way responsible for loss or damage to client-owned equipment, including cameras, lenses, lights, modifiers, and/or any other personal property. 360ism Studios is in no way responsible or liable for any personal injury or personal property damage incurred on the premises or while attending a 360ism Studios workshop or any partnered events. Items left at the studio and not claimed within two weeks become the property of 360ism Studios.

# **Terms of Use Contract Acceptance**

# Acknowledgment

This Agreement, including all documents referenced herein, represents the entire understanding between 360ism Studios and any user of 360ism Studios; including clients, members, non-members, the staff of clients, friends, and family, and supersedes any other agreements, statements, or representations. Headings used in this Agreement are for reference only and shall not affect the meaning of any terms.

Any user of any portion of 360ism Studios is deemed to have accepted the terms and conditions of this Agreement.

These Terms and Conditions of Use shall be governed by, construed, and enforced in accordance with the laws of that State of Virginia and the federal laws of the United States of America.

360ism Studios Client	
Date:	
Printed Name:	,
Signature:	
Billing Address	
Email	
Phone	