

Studio Rental Agreement

THIS AGREEMENT TO LEASE STUDIO SPACE is made and effective by signing below, by and between Pro Photo Rental, Inc., ("Company") and Client listed at bottom of this agreement ("Renter"). By signing below, Renter accepts and agrees to be bound by these Terms and Conditions, whether or not Renter has read them. NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Reservations and Payment

All studio rental charges are payable in advance at the time the reservation is made via credit card or business check (no personal checks). The studio is not considered reserved until payment and signed rental contract are received. Renter agrees to pay the Company's studio rental pricing which is in effect at the time of reservation.

Rental periods are prearranged at the time of booking. Renter's rental time begins promptly at the designated starting time and ends promptly at the designated ending time. Rental time must include set up, break-down, and clean up. Studio must be cleaned and vacated by the end of the rental period. No prior drop-off and/or pick-up after completion of shoot, of equipment, props, etc. unless negotiated at time of rental contract, and additional fees may apply. There is a 15 min grace period for overtime after which fees will accrue at the applicable rental rate, billed in hourly increments. The grace period does not apply to rentals with a 10 PM end time. If the contracted rental period ends at 10 PM, then Studio must be cleaned and vacated by then, with no grace period. If it is not, late fees will accrue at \$10/minute for every minute after 10 PM.

Cancellations

Company's cancellation policy is based on a five business-day workweek: Monday through Friday. Therefore, canceling a Monday reservation by the prior Thursday morning would be considered 2 business days.

Cancellations are subject to the following charges:

| | |
|---------------------------|-----------------------|
| 2 or more Business days: | 4% processing fee |
| 1 to 2 Business days: | 50% of the rental fee |
| Less than 1 business day: | No refund |

If the Company must cancel Renter's reservation for a reason within its control, Renter will be given either rescheduling priority or a full refund. Company is not liable for acts out of its control that affect the shoot, such as equipment failures, power outages, weather, acts of God or emergencies. In such cases, Company will refund a prorated portion of Renter's payment if rental period had already started, or rescheduling priority if rental period had not begun.

Conduct, Policies & Rules

Renter is solely responsible for the conduct and welfare of all persons accompanying Renter while on Company Premises.

Renter agrees to:

- No smoking whatsoever in the building or within 30ft of any entrance
- No alcoholic beverages on site
- Keep sound at reasonable level (Renter assumes legal and financial responsibility for noise violations during their rental)
- No pets allowed without prior written consent of a Company representative
- Maximum of twelve people in Renter's party
- A Company representative may, at Company's sole discretion, be present at all times
- No hazardous, illegal, or negligent practices, activities, or substances

If the representative observes or otherwise becomes aware of any rules violations, the representative reserves the right to stop the shoot and may require Renter and Renter's party to leave immediately. In such case no refund will be given for unused time. However, Company and its representatives assume no responsibility to act in such cases.

Age of Models

Renter is solely responsible for verifying that all photographic subjects are of legal age. Company has no responsibility to determine or verify the age of participants in the Renter's activities but reserves the right to demand proof of parental consent if models or photographic subjects are under the age of 18 and to end those activities if Company becomes aware that legal age violations are occurring. Company is not liable in the case of an invalid ID or any other form of age verification.

Liability

Use of Company's studio and equipment is AT RENTER'S OWN RISK. Renter hereby waives rights to seek legal redress for mishaps, accidents, any direct, indirect, incidental or consequential damage, injury or loss to Renter, his party or possessions. Renters are solely responsible for any legal infractions Renter or members of Renter's party make during the conduct of the shoot. Renter agrees to hold harmless Pro Photo Rental, Inc., its owner, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Renter's self or anyone who accompanies Renter while on Company premises.

Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying Renter while on Company premises. Renter agrees to indemnify and hold Pro Photo Rental, Inc., its agents, representatives, and anyone acting on behalf of Company completely harmless from any action, legal or otherwise, that results from Renter's conduct. Renter holds harmless and indemnifies Company and its owners, agents, representatives, associates, officers, employees, guests and tenants against any suit, claim, loss, accident, judgment, fine, injury or damages, including reasonable attorney's fees. This indemnification shall continue in full force and effect during and after the term of the rental for such causes arising during the term of the rental.

Equipment

Company agrees to provide equipment in good working order, but makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes.

Company will assume no liability for any equipment brought in or left by the Renter. All items brought to the Premises by Renter are to be removed by Renter. Items left after 7 days will be assumed abandoned and may be discarded or kept by the Company for Company use, with no compensation due the renter, at the discretion of the Company.

Damage and Cleaning

Renter agrees to pay for any repair costs for damage to or loss of equipment or studio caused by Renter or anyone in Renter's party within 4 business days from the end of the rental period. Renter agrees to pay for damage to the Premises including spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces. Renter agrees to leave the studio in the condition it was found, or a \$100 cleaning fee will be assessed.

Miscellany

This Agreement incorporates the entire understanding and agreement between the Renter and the Company. Any modifications of this Agreement must be in writing and signed by both parties. The laws of the State of Colorado shall govern this Agreement. The parties have read this entire Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. The person signing as Renter below shall be fully responsible for ensuring that payment is made pursuant to the terms of this Agreement.

Renter (printed name) _____ Signature _____

Date _____

Company Jared Kohlmann Title President Date _____

Signature 