

RENTAL AGREEMENT



610 9TH STREET SE, SUITE 100, MINNEAPOLIS, MN 55414





| STUDIO RENTAL - STILL PHOTO | \$800 per 10 hour day |
|--|--|
| STUDIO RENTAL - VIDEO | \$1400 per 12 hour day |
| PRE-PRODUCTION & WRAP | \$600 per 10 hour day (photo) \$800 per 12 hour day (video) |
| PRODUCTION/SET/STORAGE AREA | \$150-350 per 10 hour day - <i>Inquire</i> |
| OVERTIME | |
| Hours 11 & 12 | \$175 per hour |
| Hours 13 & 14 | \$225 per hour |
| Over 14 Hours | \$350 per hour |
| EARLY DELIVERY/LATE PICK UP/COORDINATION | \$150 per day |

- 10 HOUR RENTAL DAY MUST BEGIN BETWEEN 8 AND 9AM
- PRODUCTION AREA IS AVAILABLE FOR \$150 PER STUDIO PER DAY. PLEASE CHECK FOR AVAILABILITY AND ESTIMATE
- STUDIO USE PRIOR TO 8AM AND/OR AFTER 7PM WILL BE BILLED AT OVERTIME RATES
- MULTIPLE CREWS OR CREWS ABOVE 15 PEOPLE WILL BE BILLED AN ADDITIONAL \$350 PER DAY
- WEEKEND SHOOTS WILL BE BILLED AN ADDITIONAL 50% PER DAY
- PROPS, SETS & MERCHANDISE DELIVERED BEFORE OR AFTER SCHEDULED PRE/POST PRODUCTION TIME IS \$150 FOR FIRST DAY AND \$350 PER DAY THEREAFTER
- PROPS/SETS/MERCHANDISE NOT REMOVED AFTER SHOOT WILL BE SUBJECT TO STORAGE FEES
- \$100 FEE FOR EXCESS GARBAGE PICKUP AND/OR DISPOSAL
- STUDIO TO BE LEFT BROOM CLEAN UPON EXIT, OR A CLEANING FEE OF \$100 WILL BE ADDED
- PREFERRED PAYMENT IS CHECK PAYABLE TO SIDECAR STUDIOS
- PAYMENTS MADE USING A CREDIT CARD INCUR A \$50 CONVENIENCE FEE FOR EACH RENTAL
- OUTSIDE GEAR SUBJECT TO MINIMUM EQUIPMENT RENTAL FEE (\$350/DAY)

SIDECAR STUDIO RENTAL TERMS

"Company/Licensor" means Sidecar Studios Inc. and SEKA, Inc.; "Premises" includes the studio listed below, (Studio A, Studio B, Studio C, Production Area), access to rest room facilities, kitchenette and parking areas owned by Company; "Photographer", "Licensee" is the person or entity renting Premises and /or equipment

| PHOTOGRAPHER/PRODUCER (PLEASE PRINT) | | | |
|---|---|------------------------------|--|
| MAILING ADDRESS | CITY/STATE/ZIP | | |
| REQUESTED STUDIO | _ rental day(s) date(s) | RENTAL END DATE | |
| PRE/POST PRODUCTION DAY(S) DATE(S) | SET/MERCH/PROP DELIVERY DATE | | |
| SET/MERCH/PROP PICK UP DATE(S) | ADDITIONAL RENTAL & EQUIPMENT | INFO | |
| BASIC GRIP(INCLUDED) EXTENDED GRIP | SIDECAR EQUIPMENT & PRODUC | tion rental: estimate number | |
| CREDIT CARD INFORMATION: For security only. Please us | e emailed link to pay deposit and final invoi | ces. | |
| CARD MAILING ADDRESS | | EXP. DATE | |
| CARD NUMBER | CARD TYPE | SECURITY CODE | |



BOOKING AND CANCELLATIONS

You may put a studio on hold at any time. If we receive a request for your hold dates, you will have 24 hours to book or release the studio. If you book the studio but need to cancel, we require a notice of cancellation 5 business days prior to the start of your booking. Any cancellations within 5 days prior to the start of your booking will be billed at the regular studio rental rate for the amount of days you had booked. If we are able to fill any of your scheduled time with another booking we will only charge you for the difference of your billable days lost.

If the Company must cancel Photographer's reservation, Photographer/Producer will be given, in Company's sole discretion, either rescheduling priority or a full refund. Company is not liable for acts out of its control that affect the shoot, such as building equipment failures, power outages, weather, acts of God or emergencies. In such cases, Company will refund a prorated portion of Photographer's payment. If cancellation is made more than 5 days prior to the booking time and date, cancellation and processing fees may be waived by Company, at Company's discretion, if the session is rebooked within five working days and the Company studio calendar can accommodate the new shoot date and time.

LENGTH OF USE

Rental periods are pre-arranged at the time of booking. Photographer's rental time begins promptly at the designated starting time and ends promptly at the designated ending time. Time includes set up and break down. Studio must be cleaned and vacated by the end of the rental period. No prior drop-off and/or pickup after completion of shoot, of equipment, props, etc. unless negotiated at time of rental contract. Additional fees may apply. Early or extended hours must be worked out and paid for in advance before rental period begins.

ELECTRICAL USAGE

Studio rental fee is based on the use of strobe lighting. If hot lights are used there will be an additional power usage fee charged according to the current rate sheet. VIDEO shoots will be estimated and billed an additional fee based on estimated consumption.

CLEANING & TRASH

Photographer/Producer on agrees to leave the Premises and all contents and fixtures in the same condition as they were when Photographer arrived. All items brought to the Premises by Photographer are to be removed by Photographer. Items left after 5 days will be assumed abandoned and may be discarded with a fee charged to Photographer; or kept by the Company for Company use, with no compensation due the Photographer, at the discretion of the Company. If Photographer does not return Premises to the order and cleanliness found when Photographer arrived, Company will charge at minimum a \$100 cleaning fee to be withheld from the cleaning/damage deposit.

WAIVER OF LIABILITY

Use of Company's Premises and equipment is at Photographer's risk. Photographer/Licensor hereby agrees that Company will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to Photographer, Licensor, his party or possessions while on the Premises. Photographer 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 arising out of Photographer's use of the Premises or the Equipment. This indemnification shall continue in force and effect during and after the term of the rental for such causes arising during the rental term.

STUDIO RULES

- No smoking whatsoever is allowed in the building or within 20 feet of any entrance.
- Food and drink must stay in areas with hard floors, not in carpeted areas
- No alcoholic beverages or non-prescription or illegal drugs.
- Music/voices are to be kept at reasonable levels and not contain vulgar or offensive lyrics or words.
- No one will be admitted who is drunk or under the influence of illegal substances.
- No pets allowed without prior consent of a Company representative.
- Maximum of 15 people in Photographer's party. Ask ahead if you have a larger group.
- Photographer will not use combustible materials such as candles, lighters, fireworks and explosives without company consent.

AGE OF MODELS

Photographer is solely responsible for verifying that all photographic subjects are of legal age or accompanied by a parent or legal guardian. Company has no responsibility to determine or verify the age of participants in the Photographer's activities.

INSURANCE

The Photographer including its Businesses, Corporations, Production Companies and other legal entities may be required, prior to rental, to present a certificate of general liability insurance naming Sidecar Studios Inc. and SEKA, Inc. as additional insured on the dates of the rental. If so required, Photographer's/ Licensee's liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall be Commercial General Liability with a minimum of \$1,000,000 per occurrence & annual aggregate.

EQUIPMENT

Company agrees to provide equipment in good working order, but makes no special guarantees as to said equipment's functionality or suitability to Photographer's purposes. In event of damages to equipment, Licensee agrees to pay for repair costs to equipment if equipment can be repaired. If equipment cannot be reasonably be repaired or is lost or stolen the licensee shall pay licensor the replacement value of the equipment.

Licensee agrees to immediately pay the invoice submitted be Licensor for equipment lost or damaged. Photographer shall notify Company immediately of any malfunction, damage or other issues with the





equipment. Any time Licensor supplies or rents equipment to Licensee, Licensee must provide sufficient and appropriate insurance coverage per the requirements set fort in this contract

DAMAGE

Photographer shall be solely responsible for any damage to Company's property or equipment that occurs during the time Photographer/Licensee or his party occupies the Premises. Damage deposits will be held until repairs can be made. If the damage exceeds the amount of the damage deposit, Photographer agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition.

Photographer agrees to pay for damage to the Premises including spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces.

EXCULPATION

To the fullest extent of the law, Licensee, on it's behalf on it's behalf of all arising out of or in connection with use of the Studio by Licensee, its employees, contractors, and guests, waives all claims against Licensor. Licensee assumes all risk of, and agrees that Licensor shall not be liable to Licensee parties for any of the following: injury or death to any person, loss of injury or damage, to or destruction of any tangible, or intangible space, including economic losses.

Photographer shall comply in all respects with all federal, state, county, city, or other local laws, regulations and ordinances and all rules and regulations of any governmental authority, in connection with this Agreement. This Agreement incorporates the entire understanding and agreement between Company and Photographer. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of Minnesota shall govern this Agreement. The following signatures constitute a legal and binding Agreement between Photographer and Company.

THE UNDERSIGNED HAS READ, UNDERSTANDS AND AGREES TO BE BOUND TO THIS STUDIO LICENSE AGREEMENT.

| licensee/photographer/producer (signature) | |
|---|--|
| | |
| LICENSEE/PHOTOGRAPHER/PRODUCER (PRINT) | |
| | |
| DATE | |
| | |
| LICENSOR/SIDECAR STUDIO | |
| | |
| DATE | |

