

# Rental Terms and Conditions

By engaging to rent Space Station Casting Studios (hereinafter "Company"), you, the undersigned (hereinafter "Renter"), affirm that you have read, understand and agree to be bound by the following terms and conditions of this Agreement.

# 1. Reservations, Payment, Cancellation:

Renter will provide full payment for all reservations of studio space in US funds. Payment in full must be made to Company before Renter uses the space. Payment can be made any time after reservation is confirmed but before initial use of space.

A cancellation fee of \$25 will apply unless notice of cancellation is delivered to Company at least 48 hours before Renter's reservation date and time. Cancellation notices must be approved by a Company employee in writing.

No shows and cancellations made within 24 hours of Renter's reservation will be charged the full amount of the booking.

Company reserves the right to refuse reservations at its sole discretion.

### 2. Length of Use; Restoration:

Two (2) hour minimum rental. Renter's rental time begins promptly at the designated starting time and ends promptly at the designated ending time.

Renter must complete studio cleanup by the end of the rental period. Renter will return the studio to the condition it was prior to the rental period.

Overtime is continued use of the space by Renter for any purpose. Overtime will be calculated in increments of 30 minutes beyond the contracted end-time of the rental period. Overtime fees will be assessed as per the Company prorated hourly rate. Company does not guarantee the studio will be available should Renter go past booked time. Renter must vacate the space immediately if requested by a Company employee and Renter's previously booked time has expired.

### 3. Terms of Use:

Use of studios and Company equipment is at Renter's own risk. Renter hereby waives right to seek legal redress for mishaps, accidents, and/or loss while on Company premises.

Renter agrees to hold harmless Company and Company's; owners, agents, representatives, and contractors acting on Company's behalf, from and against any loss or accident to Renter or anyone who accompanies Renter while on Company premises. Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying or engaging Renter while on Company premises.

Renter agrees to hold harmless Company, and Company's; owners, agents, representatives, and anyone acting on behalf of Company, from and against any action, legal or otherwise, that results from Renter's conduct. Renter is solely responsible for verifying that all persons employed during Renter's rental period are of legal age for any and all activities performed while on Company grounds. Renter agrees that a Company representative can be present at any or all times while Renter is using a Company space.

Renter understands that if Company observes dangerous, pornographic, or negligent practices or activities on or in the vicinity of Company's premises, Company reserves the right to require Renter and members of Renter's party to vacate Company grounds immediately. Company is not required nor assumes responsibility to act in such cases.

### 4. Equipment and Space:

Company agrees to provide equipment and room in good working order, but makes no representations or warranties as to equipment functionality or suitability to Renter's purposes. Company is not liable for acts out of its control that affect usage of the space, such as, but not limited to; power outages, weather or emergencies. In such cases, Company will refund a prorated portion of Renter's payment.

### 5. Arbitration:

If the parties are unable to resolve any controversy or claim arising under this Agreement, they agree to submit the dispute or claim to binding arbitration subject to the commercial arbitration rules of the American Arbitration Association. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of arbitrators of the American Arbitration Association, that they will faithfully observe this agreement and the Rules, that they will abide by and perform any award rendered by the arbitrator, and that a judgment of any court having jurisdiction may be entered on the award.

# 7. Damage

Renter shall be solely responsible for any damage or theft to Company's property or equipment that occurs during the time Renter or members of Renter's party occupy the space. Renter agrees to pay repair or replacement costs for any lost or damaged equipment. Renter agrees to pay for damages to the space including, but not limited

to, spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces. Any item within Company's inventory found missing after the rental period will result in replacement cost being assessed to Renter.

## 8. Smoking

Smoking is not permitted on Company premise. If evidence of smoking exists, including but not limited to scent, inside any studio or location on Company premise, a \$250 cleaning fee will be assessed to Renter.

#### 10. Children

All children on Company's premises must be supervised at all times

### 11. Pets

Pets are not permitted in the space without prior written consent from a Company Employee.

## 12. Flame, Fire or Pyrotechnics

Open flame, fire and pyrotechnics are prohibited at all times anywhere on Company premise.

# 13. Miscellany:

This Agreement incorporates the entire understanding and agreement for Renter and Company. Any modification of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default of this Agreement shall not be deemed a waiver of subsequent breach or default of either the same provision or any other provision of this Agreement.

The internal laws of the State of California, without regard for conflict of laws principles, shall govern this Agreement. Renter shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.