

**STUDIO RENTAL AGREEMENT**

This lease agreement is made and effective \_\_\_\_\_ (date) by and between Still N Motion and \_\_\_\_\_ (renter).

Still N Motion hereby provides a limited and revocable license for use of the "studio" located at 1727 Little orchard St. Ste A, San Jose, CA 95125 on:

\_\_\_\_\_ for the hours of \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ for the hours of \_\_\_\_\_ to \_\_\_\_\_

Rate for studio use over the allotted time is \$125/hr. Rentals exceeding 10 hours is \$185/hr. (Saturday and Sunday +\$200 opening fee)

NOW, THEREFORE, the parties do agree as follows:

**NON-REFUNDABLE DEPOSIT:**

A 50% deposit of your estimate is due upon signing of this agreement to book the studio reservation. Deposits will be applied to final cost which is due in full upon completion of rental. Payment is due at least 48 hours in advance to your rental date, unless discussed with Still N Motion. Cash, wire transfer, credit card or check are accepted. Payment is due in full upon completion of rental.

**CREDIT CARD AUTHORIZATION FOR DEPOSIT:**

I hereby authorize Still N Motion to charge my credit card specified for the services or purchases from Still N Motion. A 4% service charge is added to all bills over \$200.

Name on Card: \_\_\_\_\_

Card No: \_\_\_\_\_ Expiration: \_\_\_\_\_ CVV: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STUDIO USE:**

Studio may be used for photography, video or similar, with the exception of those activities that require, but are not limited to, the use of specialized ventilation, chemicals or flammable props. Studio may be used only for legal business activities.

**There is absolutely no smoking in the studio or on the building premises.** Smoking is only allowed outside and 20 ft. from any public access. Renter is responsible for clean up of smoking related debris (ash, cigarettes, etc.) before leaving.

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### Use of the studio requires the following in advance:

1. Signed Studio Rental Agreement
2. Payment of Deposit
3. Signed Liability Waiver
4. Certificate of General Liability Insurance

### EQUIPMENT SUPPLIED:

Still N Motion agrees to provide equipment in good working order, but makes no guarantees as to equipment's functionality or suitability for renter's purposes. Company is not liable for acts out of its control such as power outages, weather or emergencies. In such cases, Still N Motion will refund a prorated portion of renter's payment.

Renter agrees to return all equipment in the condition it was provided and to notify personnel of Still N Motion for any damage, failure, or change in equipment provided.

### DAMAGE OF EQUIPMENT/STUDIO:

The renter agrees to pay for any repair costs of equipment or studio premises that he/she/they damages. In the event that the renter's assistant/s, crew or model/s damages any equipment, he/she/they agrees to pay for any repairs necessary. The renter agrees to leave the studio in the condition it was found, or a \$100 cleaning fee will be assessed.

### OTHER FEES:

- \$50= fee for extra cleaning
- \$100 disposal of unusual amounts of trash created from renter and studio use
- \$150 for repainting studio floor white

### LIABILITY:

**Renter agrees to get assigned Liability Release for all persons, models or employees on premises before use of studio and assumes all liability for renter guests on site.**

Still N Motion will not be held liable for any injuries or accidents to either the renter, renter's assistants, renter's models, renter's clients, renter's crew or guests that occur within or outside the studio premises.

The renter agrees to use models of legal age (at least 18 years old) when using the studio space or require a parent or guardian on site. The renter agrees that he/she/they cannot hold Still N Motion liable in the case of an invalid ID or any other form of age validation. The renter agrees to furnish proof of parental consent in the case that the model is under the age of 18 years.

Still N Motion requires General Liability Insurance with the following minimums applied.

- Commercial General Liability deemed primary and non-contributory
- \$1,000,000 per occurrence and annual aggregate
- Must name Still N Motion as an additional insured

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The premises are to be used for the purpose of a photography/videography studio, including such activities, as are necessary and usually incidental to such use. Still N Motion shall have the right to inspect the equipment, and/or studio at any time during the rental term. You shall make any and all arrangements necessary to permit an employee of Still N Motion access to the equipment and/or studio. If a breach of any of the provisions of the rental contract occurs, Still N Motion has the right to revoke your access to the equipment and/or studio without any liability to you, and without prejudice to Still N Motion, the right to receive rent due or accrued to, including date of revocation.

**TERMS OF USE:**

**By signing the rental agreement, the renter agrees to:**

**ARRIVE AND LEAVE ON TIME**

- Rental starts and ends as set forth in this agreement
- All set-up and cleanup time must take place during hours set forth in this agreement.
- A final inspection must be performed before completion of studio rental.

**BE RESPECTFUL OF OUR NEIGHBORS AT ALL TIMES DURING RENTAL**

- Be present at all times during the rental.
- Keep the event contained within the studio.
- Obtain permission from Still N Motion before having any alcohol on premises; provide proof of any applicable licenses required to abide by all pertinent laws.
- Maintain adult supervision of minors at all times; keep minors out of the parking area.
- Cleanup trash and remove it from premises prior to leaving. (You must take your trash with you.)
- Park only in the designated 4 spots directly in front of premises entrance or on the street.

**ITEMS NOT PERMITTED ON PREMISES**

- Firearms
- Drugs
- Glitter and/or confetti

How many other people do you expect to be on site? \_\_\_\_\_

I have read all of the above and fully understand each section. It is realized that this agreement need only be signed once and applies to each studio rental reservation placed in the future.

Renter's Name: \_\_\_\_\_

Business's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_