

KELLY MOONEY PHOTOGRAPHY STUDIO

STUDIO RENTAL TERMS OF USE

I want everyone who uses this space to find as much joy and personal success as I've found here. That said, there are a few guiding principles in place that will help insure the space's integrity and long-term usability. With that in mind, please do read the following contract very carefully to be certain you're completely comfortable with the stipulations.

As a condition of the above-named RENTER renting studio spaces from This Just In, Inc. (DBA: Kelly Mooney Photography), the RENTER hereby freely, voluntarily and without duress executes the Release and Waiver of Liability under the following terms:

INDEMNITIES & HOLD HARMLESS

The undersigned Renter, on his/her own behalf of his/her heirs, next of kin, executors, administrators, personal representatives, and assigns (This Just In, Inc., DBA: Kelly Mooney Photography – herein known as the Company, does hereby agree:

- I. (a) to waive all claims that the Renter may have in the future against Company, its employees, directors, officers, insurers, agents, successors, and assigns of Company with respect to the above mentioned rental, including, but not limited to, claims arising as a result of equipment malfunction or failure, accidents, falls, or any other damage(s)/accidents or any other cause while on the premise of the business;
- II. (b) to release and forever discharge the Released Parties from all liability for personal injury, death, property damage or loss resulting from the rental due to any cause, including, but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract, mistake(s), action, lack of action, or error of judgment on the part of Company owners and/or staff;
- III. (c) to be liable for and to hold harmless and indemnify Company, its ownership, and staff from all actions, proceedings, claims, damages, costs, demands, including hospital costs, court costs, arbitration or legal fees, and liabilities of whatsoever nature or kind arising out of or in any way connected with the rental or any behavior exhibited during the rented session at Company facilities.
- IV. Renter agrees to hold Company, its agents or owners, representatives, and anyone acting on behalf of Company completely harmless from any responsibility, action, legal or otherwise, that results from Renter's (or anyone related to the Renter's party) actions and conduct. Additionally, Renter agrees to indemnify and hold harmless Company, its owners, and its staff of any liability or responsibility for Renter's, or any of the Renter's associated party, behavior and conduct towards another person at any time while on Company property or general area of Company' facilities (including parking lots).

TIME

- Once booked, all cancellations must be made no less than 48 hours prior to scheduled time. If after 48 hours, that time block is counted towards your monthly time budget.
- Rental time begins and ends at your designated hour; please be courteous of the person before or after you by adhering to your designated slot. If you need extra time to clean up before leaving, please factor in that time to your schedule. No prior drop-off and/or pick up of equipment, props, etc. are permitted without prior approval from Kelly Mooney | Kelly Mooney Photography.

PEOPLE

- No subleasing to other photographers permitted
- No more than six people in the studio at any given hour
- All Renters must have visiting clients sign a Model Hold Harmless agreement prior to their session.
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SPACE

- Please clean the studio after use. Renter agrees to leave premises and all contents and fixtures in the same condition as they were when Renter arrived. All items brought to the premises by the Renter are to be removed by the Renter. Storage of props and other equipment is not available; any items left behind and not reclaimed within 7 days will be discarded at KM Photography discretion.
- If Renter does not return Premises to the order and cleanliness found when Renter arrived, Company will levy additional charges to Renter.
- Replace any items used during session including water, accessories, stands, etc.
- Please leave studio as it looked when you entered
- Turn off all heat and lights
- Lock the door before leaving
- If after hours or weekends, lock building after leaving
- Please take all garbage with you and deposit in trash cans outside building
- Please be VERY courteous of building neighbors; this space is not sound-proof and we genuinely value our relationship with neighboring business. For this reason, keep all music low and keep voices low as well.
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STUDIO RULES

- No smoking of any kind
- No candles or any open flames
- NO non-prescription and/or illegal drugs allowed
- Music is to be kept at reasonable levels and not contain vulgar or offensive lyrics
- No one admitted who is drunk or under the influence of illegal substances.
- No pornography recording or image creation allowed
- No pets or animals of any kind

WAIVER OF LIABILITY

Use of Company's Premises and equipment is at Renter's risk. Renter hereby agrees that Company will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to Renter, his party or possessions while on the Premises. 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.

CONDUCT

This is a shared studio and we maintain a professional environment. Renter shall be solely responsible for the conduct and welfare of all persons accompanying Renter while on Company's Premises. Renter agrees that a Company representative may, at Company's sole discretion, be present at all times. If the representative observes or otherwise becomes aware of dangerous, pornographic, illegal or negligent practices or activities, 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.

INSURANCE

Businesses, Corporations, Production Companies and other legal entities may be required, prior to rental, to present additionally insured on the dates of the rental. If so required, Renter'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

When requested and agreed upon, 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. Renter shall notify Company immediately of any malfunction, damage or other issues with the equipment.

DAMAGE

Renter shall be solely responsible for any damage to Company's property or equipment that occurs during the time Renter 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, Renter agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition. Renter agrees to pay for damage to the Premises including spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces.

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. This arbitration will take place in submitted to one arbitrator selected from the panels of arbitrators of the American Arbitration Association. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$200.

MISCELLANY

Renter 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 Renter. 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 shall govern this Agreement between Renter and Company.

SIGNED:

Signature: _____

Print Name: _____

Address/City/State/Zip: _____

Phone/Email: _____

ACCEPTED:

DATE:

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