

# Studio Rental Agreement



This Studio Rental Agreement is between SF Digital Studio, Inc. d/b/a Cove26 (the "Cove26") located at 375 26th Street Oakland, CA 94612 (the "Location") and the party whose name and address are set forth below (the "Client"), effective on the last date of signature below (the "Effective Date"), and includes and incorporates the attached Additional Terms and Conditions (collectively, the "Agreement").

## CLIENT INFORMATION

Client Name (legal name of entity)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

## RENTAL DATE(S)

Start date 1 \_\_\_\_\_ End date 1 \_\_\_\_\_ Start time 1 \_\_\_\_\_ End time 1 \_\_\_\_\_

Start date 2 \_\_\_\_\_ End date 2 \_\_\_\_\_ Start time 2 \_\_\_\_\_ End time 2 \_\_\_\_\_

Weekend days will incur an additional cost of \$300 per day.

Rental time is based on ten (10) hours, which is inclusive of load-in and load-out. Additional time, if needed or requested, is subject to additional fees. End time should be no later than 5PM to 6PM. If later, then additional fees will be incurred.

## RENTAL SPACE

The rented portion of the Location will be (check mark all that apply)

All rentals include the use of one bathroom and kitchen area

Number of people attending \_\_\_\_\_

## QUOTES AND RATES

Quotes and rates are based on a "full day" (ten (10) hours). Any additional time beyond the agreed upon timeframe is subject to the overtime charges outlined below. Standard overtime is charged at \$300 per hour billed in half (1/2) hour increments. Overtime hours will be billed on the latest Rental End Date and must be paid before leaving the Location.

## PAYMENT

Payment for the Location must be received to reserve the Rental Date(s) and Time(s). All additional costs that are incurred must be paid on the latest Rental End Date, Payments should be made out to SF Digital Studio, Inc. ACH bank transfer, check and major credit cards are accepted.

3% Discount applied for ACH transfer payments.

ACH Transfer Amount less 3% discount \_\_\_\_\_

Keep in mind that ACH transfers usually take at least 3 business days to complete and the deposit needs to be in Cove26's bank account before the earliest rental start date before access to the Location will be given.

## CANCELLATIONS

- Cancellation 90+ days prior to earliest Start Rental Date: 75% refund of rental fees, minus processing fee
- Cancellation 89-30 days prior to earliest Start Rental Date: 50% refund of rental fees, minus processing fee
- Cancellation 29-8 days prior to earliest Start Rental Date: 25% refund of rental fees, minus processing fee
- Cancellation 7 days or less prior to earliest Start Rental Date: No refunds

**CREDIT CARD AUTHORIZATION**

Sign and complete this area to authorize SF Digital Studio, Inc. to charge the following credit card the total Rental Amount to hold the Rental Date(s) and Time(s) and for future invoice(s).

Card Type      Visa                      Mastercard      Amex                      Discover  
Cardholder Name \_\_\_\_\_  
Credit Card Number \_\_\_\_\_  
Expiration Date \_\_\_\_\_ Security Code \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_

**TERMS:**

Payments for invoices are due upon receipt. If the invoiced amounts have not been paid 30 days after invoice date, the Client shall pay a late payment charge, equal to the lesser of 1.5% or the maximum rate permitted by law, of the amounts in arrears, for each month in which such amounts remain unpaid. This late payment charge is intended as liquidated damages for failure to pay amounts when due, and represents damages for the time amounts are withheld plus reasonable administrative costs of collecting and accounting for unpaid amounts. The Client understands and acknowledges that separate calculation of actual damages for each instance of late payment would be extremely difficult and impracticable, and further acknowledges that the foregoing provision for liquidated damages is reasonable under the circumstances existing as of the date hereof. If legal action is necessary to collect amounts due, including amounts due as liquidated damages, it is agreed that Cove26 is entitled to reasonable attorneys fees and/or collection costs. As security for payment of any sum due under the terms of this Agreement, Cove26 has the right to hold and place a lien on all Client property in Cove26's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. All films, artwork, transparencies, files, disks, etc., remain the property of Cove26 until payment is received. In no event shall Cove26's liability regarding this sale exceed the price of the labor and products sold. Cove26 will not be liable for any damages for failure to deliver within the requested time, but will use its commercial reasonable efforts to make delivery within such time.

I authorize the above named business to charge the credit card indicated in this Agreement according to the terms outlined below. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company, so long as the transaction corresponds to incidental charges incurred before or during the Rental Date(s), including but not limited to:

- i. extended rental period including additional hours and/or overtime past 10 hours.
- ii. additional equipment, grip, props or expendables, requested by any member of the Client's production crew.
- iii. altering the space from it's original format.
- iv. shipping, delivery, and messenger fees.
- v. craft or food expense.
- vi. additional production rates to facilitate any of the above.

**SPECIAL TERMS OR INSTRUCTIONS**

**IN WITNESS WHEREOF**, this Agreement is accepted, agreed, executed and signed, via original signature or scan, by the duly authorized representative for each party. This Agreement may be executed in counterparts.

Client Name _____	SF Digital Studio, Inc. d/b/a Cove26 (the "Cove26")
Sign here _____ Date _____	Sign here _____ Date _____
Name _____	Name _____
Title _____	Title _____

## INSURANCE

Client must procure and maintain, at its own expense, throughout the term of this Agreement and the duration of the Rental, insurance in types and amounts sufficient to cover Client's obligations under this Agreement, including, without limits, Comprehensive General Liability coverage with single limit liability of not less than \$1 million and general aggregate liability of not less than \$2 million, for bodily injury, property damage, personal injury and other losses arising out of or in connection with this Agreement and the Rental. Cove26, A Division of SF Digital Studio, Inc. must be named as an additional insured on such policy. *Client must provide a certificate of insurance with the above coverage naming Cove26, A Division of SF Digital Studio, Inc. as an additional insured at least 48 hours prior to the earliest Rental Start Date, otherwise access to Cove26 premises will be denied.*

## STUDIO RENTAL AGREEMENT — ADDITIONAL TERMS AND CONDITIONS

**Cove26 Representative.** Each booking will have a Cove26 representative to help with questions.

**Load In and Load Out.** When using the Location, the Client will ensure that all necessary precautions will be taken to protect the floors, walls, windows, and furniture of the Location. If additional time is required to prepare and protect the premises, Cove26 can provide Client with a separate invoice for such time.

**Walkthrough.** A final walkthrough before departure will be made by a Cove26 Representative to assess any damages or changes occurring from the Rental, Client is responsible for documenting damage caused during the Rental. A Cove26 representative will assess the Location and report any damages upon a final walk-through after the Client is finished. It is understood that if a final walk-through upon wrap up is impossible or must be delayed, the Cove26 representative will determine

coverage based on reasonable consideration. In the event of damage, Cove26 may use their vendor of choice for repair.

**Care of Cove26 Premises.** Below is a basic list of expectations for use of the Location, its premises, facilities and equipment. Client will be responsible for additional charges if these basic and standard expectations are not met:

- Client is required to return the Location to the condition it was found. Any damage or changes are subject to a fee that covers the replacement or cost of repair.
- Use of 1 bathroom only for crew unless negotiated otherwise.
- Use of kitchen is not allowed for catering without pre-approval

Staging for craft service and catering must be approved prior to load-in.

**Drop offs/Pick ups and Overnight Storage.** Drop offs/Pick ups are only possible during the Rental Date(s) and Time(s). Anything outside of the Rental Date(s) and Times are subject to availability and overtime charges. A storage fee may be

added to your invoice. Any equipment or valuables left at the Location are done so at the risk of the Client.

Cove26 is not liable for any loss or damage during Drop offs/Pick ups and Overnight Storage.

**Indemnification.** Client assumes full responsibility for and shall indemnify, defend and hold harmless Cove26 and its successors, assigns, parents and subsidiaries, and the officers, directors and employees of each of them, from and against any and all third-party claims, losses, actions, damages, expenses and all other liabilities, including, but not limited to, costs and reasonable outside attorneys' fees arising out of or in connection with this Agreement or the Rental, including without limits:

(i) the use, possession or occupancy of Cove26's premises, the Location, the use of any rented or supplied equipment, (ii) any acts or omissions of Client or any of its employees, contractors, agents, visitors, guests and other Client related persons, or (iii) breach of any warranty or representation or other provision of this Agreement.

In the event Cove26 is required to initiate any action or proceeding in order to enforce any provisions of this Agreement, Client agrees to pay all reasonable attorney fees, court fees, and costs of suit incurred by Cove26, including all collection costs and interest.

**Limitation of Liability.** In no event will Cove26 be liable to the other for any consequential, incidental, special, punitive, or similar damages, whether based on contract, tort, warranty, or other legal or equitable grounds, including, without limitation, damages for loss of business profits or other pecuniary loss, arising out of this agreement or the services, even if the other party has been advised of the possibility of such damages.

**Default and Termination.** Cove26 reserves the right to terminate this Agreement, if Client fails to comply with the terms of this Agreement, including the reasonable instructions of Cove26 representatives.

**Force Majeure.** Cove26 shall not be liable for any failure or delay in performance under this Agreement, to the extent such failures or delays are due to causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, weather, earthquakes, hurricanes, floods, disease or other natural disasters, pandemics, wars, riots, insurrections, power failures, network or internet outages, and/or any other cause beyond the reasonable control of Cove26.

**Compliance with Laws; Inappropriate Activities.** Client shall comply with all applicable city, county, state, and federal laws and shall conduct no illegal or inappropriate act on the premises. Cove26 reserves the right, in its exclusive discretion, to expel anyone who in its judgment is in any manner committing or participating in any act jeopardizing the rights, use permit, or insurability of Cove26 or the safety of its staff, guests, or building contents.

**Pass Through Services** Not with standing anything to the contrary, including but not limited to contrary terms herein or in the Agreement, Cove26 makes no warranty, will have no liability and disclaims all warranties and liabilities of any type or nature with regard to pass through services, including but not limited to all implied warranties and incidental, consequential, special or any other direct damages of any kind.

**Governing Law; Venue.** This Agreement is governed by the laws of the State of California, without regard to its principles of conflicts of laws. The parties hereby irrevocably submit to the exclusive jurisdiction of the United States federal and state courts located in the City of Oakland and Alameda County, California, as applicable, and agree that any such court shall be proper forum for the determination of any dispute arising hereunder.

**Equipment Rental Repair or Replacement.** Client agrees to return the equipment in the same good order and condition as when received. If equipment is lost, damaged or not returned by the Rental End Date, the Client agrees that Cove26 shall charge the Client's credit card for either (1) all costs to repair the rental equipment or (2) the stated value of the rental equipment as listed on the rental document. Cove26 shall decide, at its sole discretion, whether to repair or replace the equipment.

**Equipment Rental Fees.** If applicable, the Client agrees to pay all the equipment rental fees listed on the rental document. This will include the time any damaged equipment is being repaired at the Client's expense.

**Disclaimer of Warranties.** Cove26 does not make, and shall not, by virtue of having rented any equipment under this contract be deemed to have made any representation or warranty, whether written or oral or expressed or implied, as to the merchantability, fitness, design, or condition of, or as to the quality of the material or workmanship in the equipment. The equipment is provided "As Is" and has been selected by Client alone.

**Equipment Operation.** Client agrees to operate the equipment in accordance with the manufacturer's operating procedures. Client is solely responsible for requesting, obtaining, and following manufacturer's operating procedures.

**Right of Release.** Cove26 reserves the right to release the Rental Date(s) on this Agreement until a signed Agreement and insurance is received.

End of Additional Terms and Conditions