



STAGE 13 STUDIO RENTAL AGREEMENT

Stage 13/Ackerman Films, 13 NW 13th Avenue, Portland, OR 97209

By engaging to rent Stage 13 Rental Studio, herein referred to as the “Stage”, you, the undersigned, herein referred to as the “Renter”, state that you have read, fully understand and agree to be bound by the following conditions:

1. **Payment:** Renter will provide deposits for all reservations of studio space in US funds. Renter’s date will be held when this payment is received and cleared. Payment is refundable when notice to cancel is made at least 72 hours before Renter’s reservation time. Final payment is due upon completion of shoot. Unless otherwise negotiated, Stage and Equipment rental rates shall reflect the latest Rate Sheet.

2. **Length of Use:** Full day rental periods are 10 hours plus 30-minute grace period. Half-day rental periods are 5 hours plus 30-minute grace period. Hourly rental periods are 60 minutes. Weekly rental periods are 5 consecutive 10-hour days with 30-minute grace period per day. Studio clean up must be completed within the rental period. Renter’s time begins promptly at agreed starting time and ends at agreed finish time after which over-time charges will apply.

3. **Terms of Use:** Renter agrees to leave the studio and adjacent grounds in the same condition as when Renter arrived. If the studio is not satisfactorily returned to the state it was prior to the rental period, a cleaning fee will be assessed as per the current Stage 13 Rate-Sheet. Use of Stage and equipment is AT RENTER’S OWN RISK. Renter hereby waives rights to seek legal redress for mishaps, accidents, and/or loss while on Stage premises. Renters are solely responsible for any legal infractions Renter or members of Renter’s party make during the conduct of the shoot, be they in the Stage or elsewhere. Renter agrees to hold harmless the Stage, its owner, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Renter’s self or anyone who accompanies Renter while on Stage premises. Renter is solely responsible for verifying that all models employed during Renter’s rental period are of legal age for the activities they are to be engaged in. Renter agrees to allow the Stage Manager access to the Stage for the purpose of stage management duties. Renter agrees to provide certificate of general business liability insurance listing the Stage as additional insured as stipulated by Stage insurance requirements.

4. **Stage & Equipment:** Stage agrees to provide the studio and equipment in good working order, but makes no special guarantees as to said studio & equipment’s functionality and suitability to Renter’s purposes. Stage is not liable for acts out of its control that affect the shoot, such as power outages, weather or emergencies. In such cases, Stage 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. This arbitration will take place in Portland, Oregon. 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, and that they will

abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$200.

6. Miscellany: This Agreement incorporates the entire understanding and agreement between the Renter and the Stage. 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 Oregon shall govern this Agreement. (continued...)

The parties have read this entire Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Person(s) signing as Renter below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Date(s) of rental: _____

Start time: _____ End time: _____

Equipment/Services:

Can you provide certificate of general business liability insurance? _____

Approx. # of people expected: _____

Agreed to by Renter: _____ Date: _____

Stage Representative: _____ Date: _____

RENTAL INSURANCE REQUIREMENTS

Insurance Requirement of All Stage 13 Renters

All Renters must provide **Ackerman Films** with evidence of Comprehensive General Liability Insurance in the amount of not less than \$1,000,000 (one million dollars) - Combined Single Limit.

Equipment Insurance

“All Risks” Equipment Rental Insurance on all equipment rented from Ackerman Films in the the amount of not less than \$100,000.

Loss Payee

Ackerman Films must be named as a Loss Payee.

Deductibles

Any deductible fees are responsibility of the Renter.

Proof of Insurance

Proof of insurance may verified by a properly executed **Certificate of Insurance** listing Ackerman Films, 13 NW 13th Avenue, Portland, OR 97209 as an **Additional Insured**. Insurance Certificate must state that Insurance is Primary with respect to Ackerman Films over all other insurance

Evidence of the above Insurance Requirements must be by a valid and properly executed Certificate of Insurance filed with Ackerman Films prior to commencement of any work on the stage or delivery of any equipment

Cancellation Notice

Please provide 10 days cancellation notice to Ackerman Films in the event of any cancellation or reduction in Insurance Coverage.

Agreed to by Renter: _____ Date: _____

CREDIT CARD AUTHORIZATION FORM

I hereby authorize Ackerman Films (owner of venue Stage13) to charge my credit card for the amount specified below.

Ackerman Films / Stage13

Account#: _____

Date: _____

Amount Authorized \$ _____

Card Type (Check One):

American Express _____ MasterCard _____ Visa _____ Discover _____

Name on card: _____

Account#: _____ Expiration Date _____

Billing Zip Code: _____ Security Code: _____

Cardholder's Printed Name _____

Cardholder's Signature _____