



**RENTAL DETAILS:**

Welcome to Stage 13! We all hate paperwork, but the details on this form and the attached contract **must** be completed at the time of booking to confirm your reservation. Thanks!

Estimate Number (see attached estimate): \_\_\_\_\_

Rental Date(s): \_\_\_\_\_

# Shoot/Pre-light Days: \_\_\_\_\_

# Build/Strike Days: \_\_\_\_\_

Start time: \_\_\_\_\_

End time: \_\_\_\_\_

Number of people expected (approx): \_\_\_\_\_

Equipment/Services Required:

Total Rental Estimate: \$ \_\_\_\_\_

Total Booking/Security Deposit: \$ \_\_\_\_\_

Can you provide certificate of general business liability insurance? Y\_ N\_

**RENTER'S CONTACT INFORMATION:**

Authorized Representative:

Company Name:

Billing Address:

E-Mail Address:

Telephone:

Web Site:

## RENTAL INSURANCE REQUIREMENTS

### Insurance Requirements for Stage 13 Renters

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. 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.

### 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 is accepted as 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.

### Insurance Evidence and Renewals

Ackerman Films will keep evidence of insurance on file for each calendar year and will require updated certificates yearly. We must be notified in advance in the event of any policy cancellation or reduction in Insurance Coverage.

Agreed to by Renter: \_\_\_\_\_ Date: \_\_\_\_\_

**CREDIT CARD AUTHORIZATION FORM**

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

**Ackerman Films / Stage13**

Authorization Amount (Deposit): \$ \_\_\_\_\_

**Card Type (Check One):**

American Express \_\_\_\_\_ MasterCard \_\_\_\_\_ Visa \_\_\_\_\_  
Discover \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date \_\_\_\_\_

Card Billing Zip Code: \_\_\_\_\_ Security Code (3 digit on back): \_\_\_\_\_

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

Cardholder's Printed Name \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

## STAGE 13 STUDIO RENTAL AGREEMENT

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

In agreeing to rent **Stage 13 Rental Studio** ("Stage"), you, the signor ("Renter"), state that you have read this rental agreement and that you understand its provisions and agree to be subject to them.

1. **Deposits & Bookings:** Renter will provide a booking/damage deposit in advance of rental that may be secured by major credit card. (See Rental Form below). The rental dates are guaranteed upon receipt and clearance of the Renter's payment. The booking/damage deposit shall be refunded on wrap and final bill settlement. Reservation/Damage Deposits can also be paid by check by prior arrangement.
2. **Rental Payments:** Quoted studio charges shall be due and payable the morning of load-in. Additional hours, equipment, labor and expendables shall be payable at wrap and load-out. Unless agreed prior to shoot, Renter will settle all payments by rental completion. Unless otherwise negotiated, current Stage and Equipment rental rates shall prevail. In the event that rental settlement is not paid at wrap, Renter authorizes final payment to be charged to the credit card used for Booking/ Damage Deposit.
3. **Rental Period:** Full day rental periods are ten (10) hours, contiguous, including breaks. Half-day rental periods are five (5) hours. Hourly rental periods are 60 minutes or any portion thereof. Rentals between 5 hours and 10 hours will be charged at the hourly rate until the 10-hour rate is reached. Weekly rental periods are 5 consecutive 10-hour days. Studio clean up must be completed within the rental period. Stage may agree to receive or store Renter equipment prior to or following rental period at Stage's discretion. Renter's time begins promptly at agreed call time and ends at agreed finish time after which over-time charges will apply. Overtime rates shall be charged according to the studio rate sheet.
4. **Cancellations & Postponements:** When notice to cancel is made more than 72 hours in advance of Renter's reservation date, the deposit is fully refundable. Cancellations less than 72 hours but more than 24 hours in advance, will be charged for the full booking deposit. Cancellation less than 24 hours from start time will be charged for the full quoted rental cost. If the Stage is able to rebook another client for the cancelled time, Stage may refund, at its discretion all or part of any forfeited payments. In the event of a postponement, Stage will, at its discretion, apply any deposits or forfeited booking amounts to a future agreement assuming the studio is available.

### 5. Terms of Use:

- A. Studio Condition: Renter agrees to leave the stage and associated areas in original condition at time of rental. Painted surfaces shall be returned to their original condition. Green screen will need to be restored by Renter to shoot-worthy condition. Studio and facilities shall be left “broom clean.” If the studio is not satisfactorily returned to original condition, a cleaning fee will be assessed per the current rate sheet. Renter and Studio Manager shall conduct a walk-through at wrap to assess studio condition and any remedies. Materials and labor charges will apply.
- B. Equipment: Stage agrees to provide rental equipment in good working order, but makes no specific guarantees as to equipment’s functionality and suitability to Renter’s purposes. Equipment must be returned in working order and comparable condition to rental time. Any non functioning or broken equipment shall be immediately brought to the Stage Manager’s attention.
- C. Stage Manager (SM): All rentals require a Stage Manager for the rental period.
  - 1. A Stage Manager (SM) will be required on all productions and will be available “on-call” at all times during the rental period. Full package rental agreements will include the SM cost; hourly/day bare stage rentals must add the SM hourly cost per the rate sheet;
  - 2. SM Duties: SM shall handle all facility requests including equipment checkout, expendables purchases, stage security and general facility sanitation. Renter shall be responsible for production-related cleanup included catering, craft services and filming activities.
  - 3. SM represents Stage and is not an employee of Renter nor a member of Renter’s crew. In instances where the production would like to engage SM as a set crew member (DP/Grip/Electric etc. ) or a Production Assistant, Renter may hire SM at the prevailing crew rate. In this instance, the SM will perform both stage and crew duties.
  - 4. Renter agrees to allow the Stage Manager access to the Stage at any time for the purpose of stage management duties.
- D. Rental Purpose
  - 1. Renter shall, at time of booking, describe accurately to the Stage the nature of the production and any unusual requirements. This will include the number of crew, client and talent to inhabit the stage. (This number is, of course, subject to change, but foreknowledge of the total number of participants will help the Stage plan accordingly.) Renter shall also inform Stage of any

special needs including sound recording, special effects, fluids, flammables, noisy or messy operations including smoke or other particulate matter.

2. Renter warrants that all studio activities will be legal and will comply with all laws and codes of the State of Oregon, the County of Multnomah and the City or Portland, including maximum occupancy limits. Upon discovery of any illegal or non-permitted activity, Stage may require Renter to cease operation and/or vacate premises.
3. Renter shall comply with all law enforcement requests, fire department requirements and any other statutory requirements. Renter shall immediately inform Stage of any law enforcement action or other enforcement communication.
4. Renter is solely responsible for verifying that all occupants during rental period are of legal age for the activities they are to be engaged in.
5. Renter shall not claim a proprietary interest in the Stage or any of its property.
6. Renter shall not sub-rent studio or rental equipment without express authorization from Stage.

## **6. Insurance & Liability:**

- A. Use of Stage and equipment is AT RENTER'S OWN RISK. Renter agrees to provide certificate of General Business Liability insurance listing the Stage as additional insured and sole loss payee as stipulated by Stage Insurance Requirements. (see below.)
- B. Deductibles: Renter shall be responsible for the cost of all deductibles not covered by Renter's General Liability Insurance in the event of damage or loss of any Stage equipment or property. Stage shall be made whole for any damages accrued and may use Booking/Damage Deposit and associated credit card to cover said damage.
- C. Renter agrees that Stage shall not be responsible for any consequential damages arising out of any breach, material or otherwise. Neither party shall be liable for consequential damages, including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property.
- D. Renter hereby waives rights to seek legal redress for mishaps, accidents, and/or loss while on Stage premises.

- E. 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.
  - F. 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. Stage is not liable for acts out of its control that affect the shoot, such as power outages, weather or emergencies.
7. **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 the arbitrator's decision and pay damages as determined by the arbitrator. Either party may refuse to arbitrate when the dispute is for a sum less than \$200.
  8. **Miscellaneous:** 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.
  9. **Signatures:** 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.

RENTER

STAGE

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Date:

Date