

BEYOND STUDIOS RENTAL AGREEMENT

Beyond Studios Rental Agreement Overview

The full contract is included in the following pages which must be signed and returned:

- Full payment is required before the start of any rental.
- All rentals (studio and/or equipment) require a credit card held on file provided by the Renter.
- Renter's requested date will not be held until adequate credit card information is filed & a deposit is made.
- The rental period includes set-up and break-down.
- All payments are final. If you would like to change dates for a deposit already paid, you can transfer half of the original deposit to a new date. Full payment is required at least 48 hours before the start of the Renter's reservation date.
- Overtime, cleaning & damage fees apply at the discretion of the Company.
- All items/props/set pieces brought to the premises by the Renter are to be removed by the Renter.
- Disposal of large amounts of garbage may accrue additional removal costs at the discretion of the Company.
- The Company is not responsible for any lost and/or damaged equipment brought and/or left by the Renters.
- Listed rental prices are subject to change at any time.
- For all event rentals, the Renter will provide evidence of Commercial General Liability Insurance.



Beyond Studios Rental Agreement

AGREEMENT made as of _____ between _____ (hereinafter referred to as the "Renter") and Beyond Collective LLC (the "Company") in respect to the rental of Beyond Studios DC (the "Studio") with an address at 1240 9th St. NW, Washington, DC 20001 to take place on _____.

Upon execution of this document you are engaging to rent the studio space known as Beyond Studios having its location at 1240 9th St., NW, Washington, DC 20001 (the "Space"), managed by Beyond Collective LLC (the "Company"). By signing below, the renting party, state that you have read, understand, and fully agree to be bound by the terms and conditions of this agreement.

1. Payment:

Renter will provide full payment for all reservations of studio space in US funds. Renter's date will not be held until adequate credit card information is filed. Payment for rental must be received before Renter's reserved time begins. Company reserves the right to refuse reservations at its sole discretion.

All payments are final. Should a cancellation occur, any fees incurred by the Company in preparation for the rental (e.g. hiring security, scheduling cleaning services) will be transferred to the Renter who will be obligated to cover the expense or expenses. If the Company must cancel Renter's reservation, Renter will receive a full refund, however will not receive any compensation, damages, or other reimbursement for costs incurred directly or indirectly related to the cancellation.

If for any reason an outstanding balance remains unpaid after 30 days of the date listed on an active invoice a late fee of 10% will be charged to the Renter. Every 30 days past overdue will accrue an additional 10% late payment fee.

2. Length of Use:

Hourly rental periods are reserved in 60 minute intervals. Studio clean-up and break down must be completed by the end of the rental period. If the studio is not satisfactorily returned to the state it was prior to the rental period, a minimum clean-up fee of \$100.00 will be assessed, actual amount will be at the discretion of the Company. Unless otherwise noted all event rental rates cover cleaning fees.

The rental time begins promptly at the designated starting time and ends promptly at the designated ending time. Rental periods are pre-arranged at the time of booking. Time includes set up and break-down. Studio must be cleaned, vacated, and returned in "broom swept" condition by the end of the rental period - this does not apply to event rentals as a cleaning fee is included in all event rental rates (unless otherwise noted). No prior drop-off and/or pick-up after completion of shoot/event, of equipment, props, etc. unless negotiated at time of rental contract. Additional fees may apply. Early or extended hours must be worked out and paid for in advance before rental period begins.

Overtime fees will be assessed at the discretion of the the Company in 30 minute intervals beyond the contracted end-time of the rental period when renter is either still using or cleaning up the studio space. Flexibility will be granted when scheduling allows - however there is no guarantee additional overtime fees will not be assessed should the Renter occupy the premises for longer than the duration agreed upon at the time of booking. In no event will additional charges be less than the hourly rate agreed upon for the contracted rental period.

3. Terms of Use:

Use of The Space and any included equipment is AT RENTER'S OWN RISK. Renter agrees to indemnify and hold the Company along with their successors, assigns, employees, owners, investors, managers, and affiliates harmless from any damages that may result from any harm or other damage which occurred in The Space. Renter agrees to leave the studio and adjacent grounds in the same condition as they were when Renter arrived. Renters are solely responsible for any damages or costs whether legal, reputational, physical, criminal or in tort, resulting in destruction of any property or damage to The Space itself which occur as a result of the Renter engaging in the use of or occur at The Space during the rental period. Renter specifically indemnifies the Company and all successors and assigns from any harm or damages which occur during the event, be they in our studio or elsewhere. This includes parking tickets, all other violation or citations, and legal action resulting from the conduct

of the shoot/event, taken at whatever time. Renter agrees to hold harmless the Company, its owners, 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 our premises. Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying Renter while on our premises. Renters are solely responsible for the safety and well-being of any models Renter engages.

Renter understands that if the Company observes dangerous, or negligent practices or activities being engaged in the Company reserves the right to stop the shoot/event and require Renter and Renter's party to leave immediately — HOWEVER, Company assumes NO RESPONSIBILITY to act in such cases. Renter agrees to hold The Company, its agents, representatives, and anyone acting on behalf of Company completely harmless from any action, legal or otherwise, that results from Renter's conduct.

Renters are 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. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going. Renter agrees that Company reserves the right to require a Company representative to be present in the studio at all times Renters are using it.

The Company will assume no liability for any equipment brought in or left by the RENTER. By signing this document Renter agrees and understands that the Company will not be responsible for any equipment which is lost, damaged, or disposed of.

The RENTER agrees to notify The Company of any use of exotic animals, hazardous substances, and/or any other potentially dangerous materials prior to the shoot/event and of any requirements associated with such use.

Renter agrees to leave the Premises, equipment and all contents and fixtures in the same condition as they were when Renter arrived. Company will dispose of trash collected in the supplied trash cans. Renter must discard larger items, such as personal props and set pieces, in the disposal bin behind the studio. Disposal of large amounts of garbage may also accrue additional costs. All items brought to the Premises by Renter are to be removed by Renter. Items left after 7 days will be assumed abandoned and may be discarded or kept by the Company for Company use, with no compensation due the Renter, at the discretion of the Company. If Renter does not return the Premises to the order and cleanliness found when Renter arrived, Company will charge at minimum a \$100.00 cleaning fee.

4. Equipment:

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. Renters are solely responsible for any damages or costs whether legal, reputational, physical, criminal or in tort, resulting in destruction or damage of any equipment or other property provided by The Space during the rental period. Company is not liable for force majeure or other acts out of its control that affect the shoot/event, such as power outages, weather or emergencies. In such cases, Company may but is not required to refund some or all of Renter's payment, in the Company's sole discretion.

5. Insurance:

For all event rentals, the Renter will provide evidence of Commercial General Liability Insurance with limits of \$1,000,000 per occurrence /\$2,000,00 policy aggregate covering bodily injury and property damage liability arising out of renters use of the studio. If liquor is served, \$1,000,000 liquor liability insurance will be required. Beyond Collective LLC will be named additional insured under the policy.

6. Use of Media:

The Company has the right to use any and all pictures and media captured within The Space for use in promotional media including but not limited to: social media (facebook, instagram, twitter, etc.), printed material and company website.

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 the District of Columbia, Washington. 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.

8. Miscellany:

This Agreement incorporates the entire understanding and agreement between the Renter and the Company. 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 parties have read both this entire Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by both parties. Each person signing as Renter below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

9. Severability:

Parties agree that if any provision of this Agreement is held to be unenforceable, then the provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law or would eliminate its intent. If a provision is found to be unenforceable and cannot be modified in a way that preserves the intention of the parties at the point of execution of the agreement, that provision will be disregarded. Parties further agree that if any provision is disregarded or determined to be unenforceable, then this agreement and the remaining provisions of this agreement will remain in effect and enforceable as written.

10. Headings:

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

11. Governing Law:

The laws of the District of Columbia shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights.

11. Waiver of Jury Trial:

Parties irrevocably waive to the extent permitted by law all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

By signing below Renter acknowledges that they have seen and accept the condition of the Space, agree to its rental, and agrees to be bound by the terms of this Agreement:

Name and Title of Renter (Please Print)

Please Sign and Date