



## STUDIO RENTAL AGREEMENT

This Studio Rental Agreement (“Agreement”) is entered into as of the date on the signature page of this Agreement (“Effective Date”) between Half Court Studio LLC, an Oregon limited liability company (“Half Court”), and the party on the signature page of this Agreement (“Renter”, “you”, or “your”), individually a “Party” and collectively the “Parties”.

The Parties agree as follows:

### **I. The Rental.**

You are renting Half Court’s studio located at 2500 NE Sandy Blvd Suite F, Portland, OR 97232 (“Studio”) for photography purposes according to the following (“Rental”):

**Renter:** \_\_\_\_\_

**Times:** \_\_\_\_\_

**Cost:** \_\_\_\_\_

### **2. Payment**

The Deposit, if any, is nonrefundable and due within seven (7) calendar days of the Effective Date. The remaining cost of the Rental is due before the start of your Rental. You are responsible for any additional costs incurred by you arising out of the Rental other than those stated in this Agreement. You shall reimburse Half Court for any costs it incurs other than those stated in this Agreement due to your activities during the Rental. Half Court will send you an invoice for such costs. All invoices sent by Half Court are payable upon receipt. You shall pay Half Court by check, direct deposit, or any other method agreed upon by the Parties. If payment is not received by Half Court within such time, you shall pay a one and a half percent (1.5%) service charge compounded monthly on all overdue balances. Half Court may terminate this Agreement for nonpayment.

### **3. The Studio and Equipment**

Half Court grants you the right to enter and use the Studio for the Rental. The Studio includes a bathroom, hair and make-up area, kitchen and appliances, shooting stage, and couch area. Half Court will also provide you with a basic grip package consisting of c-stands, sand bags, apple boxes, and stage power supply boxes. No other equipment is included. You are responsible for providing any additional equipment that you require, and must provide any labor needed to load-in, setup, run, and load-out. You may change, alter, or rearrange any equipment or other items at the Studio provided that you restore such items to their original place and condition. You acknowledge that you have read and agree to Half Court’s studio policies found on its site here: <https://www.halfcourtstudio.com/studio-policies>

**4. No Alteration; Prohibited Materials**

You shall not physically alter any part of the Studio, including painting, without Half Court’s prior written consent. All decorations must be free standing and nothing may be affixed to the walls, fixtures, or objects without the Half Court’s prior written consent. You shall leave the Studio in the same condition as when received except for reasonable wear and tear from permitted uses. You shall not use fire, water or other liquids, or smoke effects for the Rental without Half Court’s prior written consent.

**5. Insurance**

You shall secure and maintain commercial general liability insurance and any other insurance coverage in the amounts necessary to adequately insure your property and personnel, including worker’s compensation insurance, during the term of this Agreement. You shall maintain a general liability policy for the mutual benefit of the Parties that has a limit of liability of not less than one million dollars (\$1,000,000.00) for each accident, and shall name “Half Court Studio LLC” and “New New Crusher Court LLC” as additional insurers. Prior to or together with the final payment due under this Agreement, you shall provide Half Court with a certificate evidencing that the liability insurance required by this Agreement has been obtained.

**6. Assumption of Risk; Waiver and Release from Liability**

You are aware of the risks involved at the Studio and agree to accept and assume the full risk of any property damage, loss, or injuries, including loss of life or personal injuries, and expenses that occur as a result of or arise in connection with the Rental. Half Court assumes no responsibility and is not liable for any damage or loss suffered by you or your employees, agents, or contractors in connection with the Rental. In case of an accident or other medical emergency, you authorize Half Court to contact medical assistance on your behalf and agree to bear the costs of such assistance. You agree to waive, release, discharge, and not to sue Half Court, its owners, agents, or employees from any claims or liability of any kind arising out of the Rental or use of the Studio. ***This Agreement applies to any claim even if caused by negligence.***

**7. Responsibility for Damage, Cleanup, or Loss**

You shall reimburse Half Court for any destruction, damage, extraordinary cleaning expenses, defacement, or loss to the Studio or Half Court’s properties or equipment resulting from your activities at the Studio.

**8. Compliance with Laws**

You shall comply with all applicable federal, state, and local laws and regulations, all city ordinances, codes, and regulations, including all conditions of the city’s fire marshal relating to fire and other matters of safety. Half Court may be consulted for guidance but you remain solely responsible for such compliance.

**9. Representations and Warranties**

Each Party represents and warrants that it has full power and authority to enter into this Agreement and to effect the transactions contemplated in this Agreement. You represent and warrant that (i) you have the right to carry out your obligations and grant to Half Court any rights granted in this Agreement; (ii) the rights granted in this Agreement are free and clear of any claims, demands, liens, or encumbrances; and (iii) the Parties’ performance under this Agreement will not violate any separate agreements between you and any third party, or violate any applicable laws, rules, or regulations.

**10. Indemnification**

You shall, at your own expense, indemnify Half Court, its owners, agents, or employees against any claims, actions, damages, liabilities, losses, or costs, including attorneys’ fees and costs incurred in the

settlement or avoidance of any such claim, incurred by or asserted against Half Court resulting from or arising in connection with your use of the Studio, the Rental, or any breach or alleged breach by you of any of your representations, warranties, covenants, or obligations under this Agreement.

### **11. Cancellations and Rescheduling**

Deposits are non-refundable. You must notify Half Court in writing if you wish to cancel or reschedule the Rental, and may cancel or reschedule the Rental as follows:

- Without an additional charge if you notify Half Court at least six (6) calendar days prior to the start of the Rental.
- With a fifty percent (50%) charge of the remaining cost if you notify Half Court three (3) to five (5) calendar days prior to the start of the Rental.
- With a one hundred percent (100%) charge of the remaining cost if you notify Half Court forty-eight (48) hours or less prior to the start of the Rental.

Rescheduling is subject to Half Court's availability, and this Agreement does not guarantee any other date availability.

### **12. Other Termination**

Each Party has the right to terminate this Agreement immediately by written notice if the other Party breaches the Agreement and does not cure that breach within seven (7) calendar days of receipt of notice of the breach. Half Court may terminate this Agreement immediately for your nonpayment, failure to obtain adequate insurance, or if any fact or circumstance in Half Court's view renders providing the Studio to you inadvisable, commercially impracticable, illegal, or impossible.

### **13. No Agency**

Nothing in this Agreement will be deemed to create any association, partnership, employment, joint venture, or agency relationship between the Parties. The Parties will not have the right or authority to create any obligations of any kind, make any representation or warranty on behalf of the other Party, or to bind the other Party in any respect, unless approved in writing by both Parties.

### **14. Transferability**

You shall not transfer or assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without the prior written consent of Half Court.

### **15. Limited Liability**

***Neither Party will be liable for any indirect, special, incidental, or consequential damages, or lost profits, that may arise in connection with this Agreement. Half Court's liability arising out of this Agreement will not exceed the amount actually paid or payable to Half Court under this Agreement.***

### **16. Force Majeure**

The Parties shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including acts of God, medical emergencies, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event. The affected Party shall notify the other Party of such cause within a reasonable time.

### **17. Miscellaneous**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understanding, whether written or oral. Except as provided in this Agreement, no term or condition of

this Agreement may be amended or deemed waived, except by a writing signed by the Parties that refers to this Agreement. This Agreement may be signed in separate counterparts. If any term or part of a term of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict of laws principles. Any claim arising out of this Agreement, including tort claims, must be resolved in Multnomah County, Oregon.

**RENTER**

**Half Court Studio, LLC**

**2500 NE Sandy Blvd.  
Suite F.  
Portland, OR 97232**

\_\_\_\_\_  
*Business*

\_\_\_\_\_  
*Contact - Name & Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Address*

\_\_\_\_\_

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Owner & Producer*

\_\_\_\_\_  
*Signature*