

## Rental Application/Agreement

Today's date: \_\_\_\_\_

Renter/Lessee: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Tel.: \_\_\_\_\_

Lessor: **24562 County Rd 75, LLC (A.K.A.) Area Nineteen**  
Location of Leased Premises: **24562 County Rd 75, St Augusta, and MN 56301**  
(320) 253-9493

Date Reserved: \_\_\_\_\_ specific time: \_\_\_\_\_

1) Rental price: \$\_\_\_\_\_ circle rate: Full day Halfday Hourly

2) Scheduled Overtime: \$\_\_\_\_\_ Video Events

3) Extra Equipment ("Extras") \$\_\_\_\_\_ check all that apply:

Kitchen  Cyc wall  Cyc painting  props

4) Cleaning Deposit (Add \$75.00 here if paying by cash or check)

5) Total Deposit (add lines 1-4): \$\_\_\_\_\_

Check (check # \_\_\_\_\_) cash accepted: \_\_\_\_\_

By your signature hereon, you acknowledge you have read and accept both the Studio Policies and the Terms and Conditions (see below). You agree that the information disclosed by you herein is true, complete, and accurate to the best of your knowledge. You also agree that the information disclosed by you herein is material to the potential Lessor's decision with respect to granting or denying your application to enter into a Lease.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Studio Manager: \_\_\_\_\_ Date: \_\_\_\_\_

## Rental Agreement / Terms and Conditions

In addition to this Lease Agreement, you must supply either evidence of insurance or a signed Liability Waiver and Release form (which must be signed by everyone who enters the studio during the booking). Evidence of liability insurance is typically a Certificate of Insurance, showing Liability Coverage. Your liability insurance shall be deemed primary and noncontributory insurance in the event of any claim or suit. It should name 24562 County Road 75, LLC, as an additional insured. The insurance must meet the following minimums: Commercial General Liability, \$1,000,000 per occurrence and annual aggregate. The premises are to be used for the purpose of a photographic studio, including such activities, as are necessary and usually incidental to such use.

You may not expect to enter the studio before the Rental Period begins unless you have scheduled the appropriate Overtime/Preentry hours in advance. You may schedule and purchase Setup, Breakdown, and Cleanup hours at the appropriate Overtime/Preentry rates as long as the time is not already reserved.

Unscheduled Overtime shall accrue according to the rates described in the Studio Policies. 24562 County Road 75, LLC, shall have the right to inspect the equipment and/or studio at any time during the rental term. You shall make any and all arrangements necessary to permit an employee of 24562 County Road 75, LLC, access to the equipment and/or studio. If a breach of any of the provisions of the Rental Contract occurs, the Rental Company has the right to revoke your access to the equipment and/or studio without any liability to you, and without prejudice to 24562 County Road 75, LLC 's right to receive rent due or accrued to, including the date of revocation.

If default occurs, you will be responsible for all fees involved in recovering losses, damages, and outstanding balances, including attorney's fees, court costs, and post judgment interest (15% per month).

### **Indemnifying 24562 County Road 75, LLC:**

You agree to indemnify 24562 County Road 75, LLC, and to hold 24562 County Road 75, LLC, and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including reasonable legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the equipment and/or studio, to the extent attributable to the negligence of the renter. This indemnification shall continue in full force and effect during and after the term of the rental for such causes arising during the term of the rental.

### **Miscellaneous Aspects of the Rental Agreement**

The Rental Agreement shall be deemed to have been made in Stearns County and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Minnesota. When the customer is a corporation: the person executing the Rental Agreement on behalf of such corporation warrants that he/she has full authority of such corporation to sign the Rental Agreement and obligates the corporation. Said person and the corporation shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to 24562 County Road 75, LLC, under the terms of the Rental Agreement.

### **Concerning Multiday purchases:**

Multiday purchases come with certain restrictions. Multiday Package Rental Agreements will contain a policy addendum listing all restrictions, including Cancellations, Overtime, Extras, and other issues. Additional Days purchased after submitting the Rental Agreement will be charged at the regular day rate, unless other negotiations are made in advance. All Days purchased in a Multiday Discount package must be reserved far enough in advance of a desired date to ensure your access to the studio space on that date. You accept that the availability of the studio space to you is subordinate to reservations already made by other customers. You accept the risk that particular days may not be available if other customers have already reserved the studio space on those days.

All days must be used before the deadline. You are not entitled to and will not seek offset or proration for days lost due to unavailability.