

ZARR STUDIOS

1535 SE 9th Ave Portland, OR 97214
503.477.7050



Zarr Studios Lease Agreement

1. Parties This lease agreement (the "Lease") is hereby entered into by and between ZARR STUDIOS, LLC, an Oregon limited liability company with its principal place of business at 1535 SE 9th Ave., Portland, OR 97214 ("ZARR"), and _____ an **Oregon Limited Liability Company** with a principal place of business at 1535 SE 9th Ave., Portland, OR 97214 ("Lessee").

2. Property Leased ZARR is leasing to Lessee part of the premises at 1535 SE 9th Ave., Portland, OR, specifically Lessee occupies _____ square feet located at the _____ portion/area of the building.

Space leased under this Agreement include the following:

Access to restrooms
Hallways
Conference Room
Kitchen

Use of the following areas are not included in the lease but may be booked when not in use or reserved by other tenants:

Space

Hourly/Daily Booking Rate

Screening Room

\$100 up to 3 hrs + \$50 for every hour after

Stage (includes bathrooms, lobby, makeup/fitting room, kitchen and production office)

\$500 6am-6pm

\$400 6pm-6am

\$250 half day (up to 6 hrs)

- **Electrical power**

\$.18/Kwh

Production Office

\$80 up to 8 hrs + \$20 for every hour after

Conference Room

\$80 up to 8 hrs + \$20 for every hour after

Please be advised that prices may change at any time, please reconfirm when booking.

The above bookings need to be done 72 hours in advance via written notice to esfir@zarrstudios.com

3. The Lease

1. Lessee shall be responsible for personal property located on the premises and obtaining and maintaining separate insurance for such.
2. Utilities, water, trash and electricity shall remain the responsibility of the ZARR.
3. Lessee shall be responsible for phone, internet, and any other items related to Lessee's business operation.

4. Term This Lease will begin on _____ and will continue as a month-to-month tenancy. To terminate tenancy the ZARR or Lessee must give the other party a written 30 day notice of Lease non-renewal. The Lessee may only terminate their Lease on the last day of any month and ZARR must receive a written notification of non-renewal at least 30 days prior to the last day of that month. If the Lessee plans to leave on or after the first day of any month, they are responsible for that month's full rent. If the Lessee does not provide ZARR with a written 30 day notice, they shall forfeit their full deposit amount.

5. Rent Lessee's first rent payment will be due on _____ in the amount of _____. Thereafter, Lessee will pay rent of _____ per month on the 1st day of each month. ZARR may, at its option, increase the monthly rent at any time, provided notice of any rent increase is provided in writing, as provided for in Paragraph Notices, below, no less than 30 days before any lease renewal or expiry date. A late fee of 10% of the total rent payment due shall apply to any monthly rent payment not received by the 9th day of the month in which it is due.

6. Security Deposit Lessee has deposited _____ with ZARR as security for Lessee's performance of this Lease. ZARR will refund the full security deposit to Lessee at the end of the Lease if Lessee returns the premises to ZARR in good condition (except for reasonable wear and tear) and Lessee has paid ZARR all sums due under this Lease. Otherwise, ZARR may deduct any amounts required to place the premises in good condition and to pay any sums due under the Lease. No interest shall be due or payable to Lessee by ZARR related to any security deposit.

7. Keys and Security Access Codes Lessee hereby acknowledges: 1.) that the Lessee representative _____ accepts the Keys, Electronic Access Code, Security Code, for the leased premises; 2.) that if duplicate Keys are required by Lessee, said duplicate Keys will be provided only by ZARR (at the Lessee's expense) if, in the ZARR's sole discretion, ZARR determines that said duplicate Keys are needed and should be provided; 3.) that all officers, employees and principals of Lessee will ensure that all building access doors are secure when leaving the premises at any time other than normal business hours; and 4.) that upon termination of this Lease, all Keys will be returned to the ZARR.

- Lessee will immediately report lost or stolen Keys, or compromised Electronic Access Code or Security Code, to ZARR. In case of lost or stolen Keys, Lessee assumes financial responsibility to have the Key replaced or the lock cylinder rekeyed, as deemed appropriate by ZARR.
- Under no circumstances is this Key to be duplicated and that unauthorized Key duplication subjects Tenant to immediate Lease termination.
- Lessee agrees not to loan Keys, nor to provide Electronic Access Code or Security Code to unauthorized individuals, under penalty of immediate Lease termination.
- Lessee agrees to use the Keys and Codes provided to enter only those areas where Lessee is allowed access under Section 2 above.
- When Key is no longer needed, or when Lessee's Lease is terminated, Lessee agrees to return all Keys to ZARR.

8. Notices From ZARR If ZARR notifies Lessee of any breach of this lease, the notified party will expeditiously cure any breach.

9. Leasing and Assignment Lessee will not assign this Lease or further lease any part of the premises without the written consent of ZARR.

10. Insurance

1. Lessee and ZARR release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.
2. Lessee will maintain a public liability insurance or general commercial liability insurance policy; this insurance policy will include ZARR as an additional insured party. The public liability coverage for personal injury will provide coverage limits of at least: \$1,000,000 per incident, \$2,000,000 per calendar year.
3. Lessee will give ZARR a certificate of insurance for all insurance policies that this Lease requires Lessee to obtain, by sending copies of same to ZARR, attention Compliance, at the address set forth in Paragraph Notices, below, for notices.

11. Condition of Premises Lessee accepts the premises in "as is" condition. ZARR will not make any modifications or improvements before the Lease term begins.

12. Default The occurrence of any of the following conditions shall constitute an "Event of Default" under this Lease and shall entitle ZARR at its option to terminate the Lease in which event the Lessee shall vacate the Premises within ten (10) days of the date of notice to vacate:

- A. The Lessee fails to pay within ten (10) days of the date due, any rent, additional rent, service fees, or other monies provided for in this Lease.
- B. Any petition or other action is filed by or against the Lessee under any section or chapter of the Federal Bankruptcy Act.
- C. The Lessee becomes insolvent or transfers property in fraud of creditors.

D. The Lessee fails to comply with any provision or covenant of this Lease, any agreement attached hereto and/or any of the rules and regulations which may be established by the ZARR from time to time.

E. The Lessee uses the Premises or other parts of the Property for the conduct of any activity prohibited by law (whether state, local or federal) for which punishment is provided by fine or imprisonment. In such event, immediate termination and eviction shall occur, and ZARR shall be held harmless by Lessee from any and all consequences of same.

Should the Lessee fail to vacate the Premises upon notice of termination, ZARR shall have the right to reenter the Premises and remove the Lessee and its effects without being liable for any damages thereto. The failure by ZARR to call for a termination of the Lease at any time shall not constitute a waiver of the ZARR's right to do so at a subsequent time. Upon the occurrence of an Event of Default, in addition to termination, ZARR shall also be entitled to recover from the Lessee all unpaid rent through the end of the original or renewal term, whichever is applicable, as well as any other sums for which the Lessee is liable under the terms of this Lease, including attorney's fees. The foregoing rights shall be in addition to, and not in lieu of, any other rights and remedies which ZARR may be entitled to by law.

13. Rules and Regulations ZARR shall have the right from time to time to promulgate and enforce rules and regulations with respect to the use and operation of the Premises, Property and common areas and to amend such rules and regulations from time to time. Lessee shall faithfully observe and comply with these rules and regulations.

Lessee recognizes the rights of the other tenants in the facility and will not disrupt, impede or otherwise interfere with the rights of other tenants in and to the facility by noise, objectionable use, disregard for safety and cleanliness or any other action or behavior which might be objectionable, in ZARR's sole discretion, to other tenants.

14. Access to Premises At any reasonable time the ZARR may enter the Premises to inspect for its own purposes and/or make repairs necessary under the terms of this Lease. At any time within sixty (60) days before the termination of this Lease, ZARR may enter the Premises at reasonable hours to exhibit same to prospective tenants. ZARR reserves the right to inspect the Premises at all reasonable times in order to ensure that the Lessee is complying with the provisions of this Lease.

15. Release ZARR and his employees and agents shall not be liable to Lessee, Lessee's employees, agents, assignees, subtenants, licensees, concessionaires, or to any other person or entity for any damage (including indirect and consequential damage), injury, loss, compensation or claim whatsoever, including but not limited to claims for the interruption of or loss to Lessee's business, based on, arising out of or resulting from any cause whatsoever (except as otherwise provided in this Section), including but not limited to the following: repairs to any portion of the Leased Premises which are the obligation of Lessee; interruption in the use of the Leased Premises or any equipment therein; any accident or damage resulting from the use or operation (by ZARR, Lessee or any other person or entity) of the following services: heating, cooling, electrical, sewerage, water, communications, data transmission, plumbing equipment or apparatus; the termination of this Lease arising in connection with the destruction of the Leased Premises; any fire, robbery, theft, vandalism, mysterious disappearance and/or any other casualty; the actions of any other tenants of the Leased Premises or of any other person or entity; and any leakage in any part or portion of the Leased Premises, or from water, rain, ice or snow that may leak, into, or flow from, any part of the Leased Premises, or from drains, pipes or plumbing fixtures in the Leased Premises. It further is understood and agreed that any failure or inability to furnish any services by ZARR shall not be considered an eviction, actual or constructive, of Lessee from the Leased Premises and shall not entitle Lessee to terminate this Lease or to an abatement of any Rent payable hereunder. Any goods, property or personal effects stored or placed by Lessee, its employees or agents in or about the Leased Premises and any data regardless of how stored (including but not limited to data stored magnetically or electronically) shall be at the sole risk of Lessee, and Landlord shall not in any manner be held responsible therefore.

16. Attorney's Fees If either party brings a legal action arising out of a dispute over this agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorneys' fees incurred by the prevailing party in the lawsuit.

17. Additional Agreements ZARR and Lessee additionally agree that Payments should be mailed to ZARR, attention Accounting, at the address set forth in Paragraph Notices, below, for notices.

19. Entire Agreement This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

18. Successors and Assignees This agreement binds and benefits the heirs, successors, and assignees of the parties.

19. Notices All notices provided for under this Lease must be in writing and must be delivered either in person or in a way that provides written documentation of delivery -- for example, certified U.S. Mail or a delivery service that provides evidence of delivery (e.g., FedEx Express). Notices made hereunder shall be made to:

ZARR STUDIOS, Attention: Accounting, 1535 SE 9th Ave., Portland, OR 97214 (for ZARR); or
_____ (for Lessee).

20. Governing Law This agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to the conflicts of laws provisions therein.

21. Counterparts This Lease may be executed by the parties in separate counterparts, the combined signature pages thereof constituting a document binding on all parties.

22. Modification This Lease may be modified only by a written agreement signed by all the parties.

23. Waiver If one party waives any term or provision of this Lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Lease, that party retains the right to enforce that term or provision at a later time.

24. Severability If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable. Provisions shall be modified, amended, or limited only to the extent necessary to render them valid and enforceable.

25. Titles and Headings The titles and headings of this Lease are used only for convenience and are not to be construed as part of the Lease.

26. Non-Discrimination Lessee covenants and agrees that in its use, operation and occupancy of the Premises no persons on the grounds of race, color, religious creed, sex, national origin, ancestry, marital status, age, or physical disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the operation of the Lessee's business and use of the Premises.

27. DISCLAIMER: ZARR DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES, EITHER EXPRESSED OR IMPLIED, RELATED TO USE OF THE FACILITY, SERVICES OR THE EQUIPMENT. YOU ARE USING THE FACILITY , SERVICES AND EQUIPMENT "AS-IS" , "AS-AVAILABLE" AND "AT YOUR OWN RISK". YOU ARE USING THIS FACILITY, SERVICES AND EQUIPMENT AT YOUR OWN RISK, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ZARR DOES NOT WARRANT THAT THE SERVICE WILL BE AVAILABLE AT ALL TIMES OR LOCATIONS; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE FACILITY OR SERVICE IS SAFE OR FREE OF DEFECTS, EITHER KNOWN OR UNKNOWN. ZARR WILL NOT BE RESPONSIBLE FOR ANY INJURY OR DAMAGE INCURRED BY USING THE FACILITY, SERVICES OR EQUIPMENT. BY USING THE FACILITY, SERVICES OR EQUIPMENT, YOU AGREE WITH AND ACCEPT THIS DISCLAIMER.

ZARR STUDIOS, LLC

Company: _____

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____