

ZARR STUDIOS

1535 SE 9th Ave Portland, OR 97214
503.477.7050



Facility Rental Agreement

This **Master Facility Agreement** ("Agreement") is made and entered into this ____ day of _____, _____, ("Effective Date"), by and between Zarr Studios, an Oregon Limited Liability Company with an address of 1535 SE 9th Ave., Portland, OR 97214 ("ZARR"), and _____, with an address of _____ ("Lessee").

Whereas, ZARR owns and operates artistic production facilities ("Studio"), and

Whereas, Lessee desires to lease a certain part of the Studio and the Studio's equipment ("Services").

Now Therefore, in consideration for the mutual promises contained herein, the parties agree as follows:

1. RENTAL AGREEMENT AND TERM. This Agreement shall apply to the rental of the facilities by Lessee from ZARR that occur during the Term of this Agreement. This Agreement shall begin on the Effective Date and continue for a period of one (1) year. Unless canceled at least thirty (30) days before the termination date, this Agreement shall automatically renew for successive one year terms. Each use of the facility shall be governed the terms of this Agreement and shall be documented by a Rental Invoice that will state the type of facility being rented, the dates of the rental and the price of the rented facility. The Lessee, whose company or name and authorized signature appears on this Agreement, hereby acknowledges and agrees to these Terms and accepts liability for all rentals on their account.

2. PAYMENT TERMS: ZARR requires payment to be made up front and before scheduled services. ZARR currently accepts VISA and Mastercard; there will be an additional 1% charge. The minimum payment on a card is \$20. ZARR also accepts check and money orders. Other arrangements may be made in advance with approval of ZARR before date of services.

3. SECURITY DEPOSIT: ZARR may, at ZARR's option, require Lessee to give ZARR a security deposit in an amount to be determined by ZARR. Lessee and/or bank card holder waives all rights to dispute charges with the bank card company and agrees to resolve disputes as if the charges were made as cash payments. In the event that the bank card company fails to honor ZARR's charges for any reason, a bank dishonors payment or if the available credit is insufficient to cover the claims of ZARR under this Agreement, Lessee shall remain liable for the full amount of charges incurred under this Agreement.

4. SCHEDULING, CANCELLATION AND TERMINATION: Usage of facilities should be scheduled as soon as possible. ZARR make no guarantee that a specific facility will be available when needed. Any postponements or cancellations must be made at least 48 hours prior to the intended start date. If the project is rescheduled within 10 calendar days of the cancellation date, no penalties will be incurred. If insufficient notice is given for postponement, the project is not rescheduling within 10 days or the project is cancelled without 48 hours notice, a minimum charge for labor and 50% of the day rate for all confirmed days, not to exceed 10 confirmed days, will be charged. Lessee does hereby grant ZARR an option to terminate this agreement on twenty-four hours notice.

5. RENTAL PERIOD: Minimum rental period for facilities is 1 hour. After 6 hours, the rental is considered a full day. Fees may apply if facilities are used beyond specified times and dates. Qualified technicians must operate all equipment. ZARR requires authorized persons to operate editing equipment.

6. KEYS: The security of ZARR property and the property of its clients is top priority. Any keys given to Lessee during the agreed rental period will be returned at the end of that scheduled rental period. Fees to cover changing the locks may apply if keys are lost or returned beyond specified time and dates.

7. COMMON SPACES: Use of the building's common spaces varies by contract. Common space includes conference room, break room, kitchen and bathrooms. Facility and/or equipment that is not specifically written into a contract is generally off-limits.

8. INSPECTION AND DAMAGED FACILITIES: ZARR shall have the right to inspect the any leased facility or observe its use at all reasonable times. Lessee shall have the opportunity to inspect and test the facilities and equipment rentals at the time of rental. All facilities and equipment are rented to Lessee in good condition and Lessee is responsible to leave the facilities in the same condition, ordinary wear and tear expected. ZARR reserves the right to charge Lessee a cleaning fee for any facility not cleaned at the end of the rental period. Any repair work necessary shall be paid by lessee. If equipment or parts of facility are damaged beyond repair, lessee shall pay the full replacement price for the damaged facility and/or equipment. Lessee is responsible to reimburse ZARR for loss of rentals and income during repair session or replacement process. All facility rentals are subject to a paint-out fee.

9. INSURANCE REQUIREMENTS: Lessee must provide ZARR with evidence of Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability. A Certificate of Insurance naming ZARR as an Additional Insured and Loss Payee must be provided before occupying in leased space. The insurance certificate must be verified by providing ZARR a certificate of insurance containing the following:

1. List Zarr Studios, LLC Additionally Insured as respects to: third party property damage, comprehensive general & auto liability.
2. Provide for a 10 day written notice of cancellation or reduction in coverage.
3. Certificates shall be addressed to: Zarr Studios, LLC 1535 SE 9th Ave., Portland, OR 97214. All certificates should cover the time of rental. One year certificates are recommended.

10. 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.

11. MISCELLANEOUS:

(a) INDEMNIFICATION: Lessee hereby agrees to indemnify and hold harmless ZARR, its owners, officers and employees from all claims, suits, damages, losses and liabilities (including Worker's Compensation for lessee's employees, agents and contractors either full-time or day-hired), including attorney fees for loss of life or injury to any person, damage to the facility or equipment or other damages or losses whatsoever, resulting directly or indirectly from a cause or occurrence in, upon, at or from the use of rented facilities and or property, including but not limited to such damage or injury which may be caused by the negligence of ZARR, its agents, officers or employees. ZARR will not be held responsible for any equipment or property that lessee brings in to the facility and fails to remove upon vacating the premises, including equipment or property owned by a third party. If you have not provided us with Insurance please refer to the Insurance Requirement form and submit your certificate to our Facilities Coordinator before entry.

(b) CHOICE OF LAW: Any dispute under or pursuant to this Agreement shall be controlled by Oregon Law. Should Lessee default, or fail to perform under any provisions herein, lessee agrees to pay reasonable attorney's fees and other costs actually incurred by ZARR in enforcing such provisions.

(c) AMENDMENT: This agreement involving facilities and services shall not be amended or modified except by mutual agreement, in writing, signed by both parties.

(d) ASSIGNMENT: Lessee shall not be assign without the written consent of ZARR. The provisions of the contract are binding on the heirs, successors or assignees of the parties.

(e) WAIVER: Failure to enforce any provision of this Agreement on account of any breach thereof, shall not be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

(f) SEVERABILITY: If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this

Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

(g) SURVIVAL: The terms of this agreement shall remain in full force and effect following termination of the Agreement.

(h) NOTICES: All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this Agreement. Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

(i) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

ZARR STUDIOS, LLC

Company: _____

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____