

## STUDIO RENTAL AGREEMENT

This agreement sets out the terms and conditions of studio rental (“Rental”) at Michael Luna Photography (“MLP”), located at 7441. E. Butherus Dr, Ste 400, Scottsdale, AZ 85260, and governs the relationship between MLP and the Rental client named on this agreement (“Client”) from the date of this agreement for the duration of each Rental relationship between the two parties. By entering into this agreement with MLP, Client assumes complete responsibility for all Rentals reserved under the Client’s name, whether reservation is made in person, by phone or by email.

### CLIENT INFORMATION

In conjunction with signing this agreement, Client must set up and maintain an up-to-date account with MLP. Client shall provide MLP with updated payment information upon request, and MLP reserves the right to deny Client access to Rentals unless adequate payment information is provided. For this purpose, Client must provide MLP with the following information:

- 1) Full legal name of Client (individual or company).
- 2) Valid credit card account number and expiration date associated with Client (“Credit Card”). Client is required to have Credit Card listed on account regardless of method of payment.
- 3) Complete billing address associated with Credit Card.
- 4) Client’s primary phone number (secondary number optional).
- 5) Client’s primary email address.

### CANCELLATION POLICY & FINANCIAL TERMS

- 1) 48 hours notice is required for cancellations or modifications of Rental.
- 2) Rental fees are due PRIOR to studio usage.
- 3) Client gives MLP permission to charge overdue Rental fees to Credit Card.
- 4) All payments are final. MLP does not issue refunds (except in cases of error by MLP).
- 5) Rentals with fees exceeding \$250.00 are subject to a 50% non-refundable deposit.
- 6) Payments are accepted in the form of American Express, Mastercard, Visa, company check, cash, certified check or money order. Personal checks are not accepted.
- 7) \$35 service fee will be charged to Client for returned checks.

### CONDITIONS OF USE

- 1) Client shall not act in any manner which conflicts with laws, ordinances, orders, requirements, rules, or regulations of the Fire Department or Board of Health or any other governmental department or agency having jurisdiction.
- 2) Client shall notify MLP of the specific purpose of each Rental in conjunction with scheduling said Rental.
- 3) Client must ask for permission and assistance to reposition furniture, adjust climate control, or make any other modifications to the Rental space or to MLP equipment or other property.
- 4) Client is financially responsible for any damages to facility, equipment or furniture. MLP reserves the right to charge Credit Card for damages incurred to MLP property arising from Client’s use thereof.
- 5) MLP reserves the right to evict and/or suspend reservation privileges of Clients who engage in disrespectful, disruptive, intimidating or offensive behavior towards other clients or MLP staff, or who use MLP facilities or property in a manner that MLP determines has caused or may cause damage thereto.
- 6) Rental access is strictly within the scheduled period only. Early and/or overtime access shall be subject to additional charges determined by MLP and is only permitted if MLP determines that the space is available. Set-up and/or wrap-up time is part of the time billed to the Client. MLP reserves the right to charge Client for unscheduled usage.
- 7) MLP reserves the right to refuse admittance to any individual or organization.

## RESTRICTIONS

- 1) No smoking anywhere in the MLP facility.
- 2) No animals (with the exception of licensed service animals).
- 3) No bicycles, scooters, skateboards, rollerblades or rollerskates.
- 4) No electrical amplification of voice or instruments (by permission only).
- 5) No throwing of furniture or other objects. No banging on walls.
- 6) Storage by permission only.
- 7) Stage combat weapons by permission only (restrictions apply).
- 8) No posting of announcements, advertisements, directions or instructions (by permission only).
- 9) Food or beverages must be provided by the client. In-stock items, coffee and alcohol are not for client use.
- 10) Parking is only permitted in the two covered spaces in front of Suite 400. All other must park in the back of the property. You may be towed if you park in any of the other covered spaces other than the 2 mentioned above
- 11) No outside sound systems are permitted

Failure by Client to respect the conditions of this agreement could result in (a) additional fees (b) immediate eviction from the premises, c) the release of any remaining reserved space, and (d) the loss of future reservation privileges. Eviction or other early termination of any Rental due to violation by Client of this Agreement shall be without any refund to Client.

## GENERAL TERMS

Client, for its successor and assigns, or for itself and its partners or members, hereby agrees to indemnify, defend (at the election of MLP) and hold harmless MLP from any and all claims, actions, proceedings, and resulting costs, loss, damage, liability, awards, judgments, expenses, attorneys' fees, penalties and fines whatsoever which may be claimed against MLP by any person or persons consequent upon or arising from (a) any injury to person or property or damage of whatever kind of character suffered or sustained on MLP premises and consequent upon or arising from the use of said premises by, on behalf of, or at the invitation of Client (or its members, employees, agents, guests or clients); (b) any failure of Client (or its members, employees, agents, guests or clients) to conform with all laws, rules, statues, ordinances and governmental regulations now or hereafter in force; or (c) any gross negligence, willful misconduct or breach of this agreement by Client (or its members, employees, agents, guests or clients).

This agreement is governed by the laws of the State of Arizona. This agreement may not be assigned, transferred or conveyed by Client without the prior written consent of MLP. MLP FACILITIES AND EQUIPMENT ARE MADE AVAILABLE TO CLIENT AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MLP BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND MLP'S MAXIMUM LIABILITY TO CLIENT FOR ANY CLAIM ARISING OUT OF ANY RENTAL SHALL BE THE RENTAL FEES ACTUALLY PAID BY CLIENT FOR SUCH RENTAL (IF ANY).

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Client name

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Signature & Date

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Primary phone number & primary email address

Credit Card information (required for any physical or equipment damage, excessive cleaning required or vandalism)

Card Type \_\_\_\_\_ Card Number \_\_\_\_\_ Exp Date \_\_\_\_\_ CCV \_\_\_\_\_