

Rental Agreement & Terms of Use

Please initial next to each section (___) to indicate that you have read and understood the terms.

Studio Hours _____ (Initial here)

Daily rates are based on a 10-hour workday (8:00am - 6:00pm). All rentals outside these hours will incur a staffing fee of \$100.00 per hour. The rental usage is for the interior of the studios only. Hallways and doorways inside the studios need to be kept clear and accessible. Shooting, working or storing materials outside of the studios in the hallways or around the building is **strictly prohibited**.

Loading Dock _____

Loading dock opens at 7:00am and closes at 6:00pm sharp. The dock is for load in/out only. **Only ONE vehicle is allowed in ONE dock (per studio rented) at a time.** If you have multiple vehicles to unload, then you will need to stagger the load-in/call times on your loading day. Please unload as quickly as you can and then park your vehicle elsewhere. **Do NOT double-park** by the dock while waiting for it to clear. **Do NOT unload from the street.** You cannot leave any vehicles at the dock unattended.

Parking _____

Unmetered street parking is available. There is also a paid parking lot at the corner of 20th Street & Illinois Street for \$16.00/day flat rate.

Bookings & Payment Policy _____

To book the studio(s), a signed Rental Agreement, Certificate of Insurance, and a 50% deposit check to *Sue Tallon Photography* (mailing address in footer) are required. Deposits are non-refundable. Bookings are final and cannot be cancelled. **Balance of payment is due for the entire rental period upon arrival at the studio.** Email signed Rental Agreements to info@sfphotospace.com.

Insurance _____

A certificate of liability insurance must be supplied prior to the reservation date. The certificate must name *Sue Tallon Photography / SF Photo Space* as both an Additional Insured and Loss Payee, in the amount of at least \$1,000,000 for Bodily Injury and \$1,000,000 for Property Damage. The certificate must also include \$50,000 for Rented Equipment when applicable. COIs can be emailed to info@sfphotospace.com.

Cleaning _____

Refrigerators and freezers must be left as found. Please discard or remove unwanted items from the studio at departure, including foods, materials, and garbage. Garbage must be removed daily. All dishware washed and replaced, all appliances including stovetops left clean. All equipment and gear returned to its place.

Important Garbage Sorting Regulations _____

Our local waste management company has begun issuing hefty fines for improperly sorted garbage. All trash must now be sorted carefully according to the signage and bins we've provided. SF Photo Space charges a \$75.00 fine per garbage bag that is not properly sorted into trash, recycling, and compost by the renter.

Damaged & Missing Items _____

Renters will be charged for any damaged or missing items.

The printer/fax/copier are available for use. If you anticipate doing large amounts of printing/copying, let us know and we will include an additional fee for ink and paper usage. Additional equipment such as booms, studio stands, foam core flats, surfaces can be rented for an additional daily fee.

Prohibited Items _____

Propane tanks, propane fueled cookware, and fryers are prohibited and cannot be used in the studio.

This Agreement is made by and between Sue Tallon / SF Photo Space, and the undersigned ("Licensee"). Sue Tallon is entitled to the exclusive possession of certain real property situated in the City of San Francisco, commonly described as 610 22nd St., #304, #305 & #306 San Francisco, California 94107 (the "Real Property"). Licensee desires to obtain permission to perform certain acts upon the Real Property, subject to the following terms and conditions: Sue Tallon licenses to Licensee a limited and non exclusive personal privilege to temporarily use the particular area of the Real Property that is selected at the end of this Agreement (the "Space") for the purpose of entering and exiting the Space, the shooting of photography, or such other use approved by Sue Tallon (the "License"). Licensee may not use the space for any other purpose or business whatsoever without obtaining Sue Tallon's prior written consent. Licensee shall hold no interest, estate or tenancy of any kind in the Space or in the Real Property. Licensee must use reasonable care and may not unreasonably increase burden on the Real Property. The License is terminable at the will of Sue Tallon and may be revoked by Sue Tallon at any time. Licensee shall pay Sue Tallon for the License based on the daily rate(s) that is selected at the end of this agreement. Daily rates are based on a 10-hour workday (8:00am - 6:00pm). Any use outside of these hours during the workweek results in fees of \$100 per hour. This signed Agreement and a 50% deposit are required to confirm a reservation of the Space. The balance is due and payable prior to or at the time of Licensee's departure from the Space. Any additional balance for any hourly use shall be paid immediately upon Licensee's ending use of the Space. If Licensee postpones or cancels any License reservation, in whole or in part (and Sue Tallon is unable to rebook the Space), with less than three full business days' prior written notice or without first obtaining Sue Tallon's written consent, Licensee shall pay Sue Tallon 50% of the estimated fees. If Licensee postpones or cancels with less than one full business day's prior notice, Licensee shall pay 100% of Sue Tallon's estimated fees. If License reservation is for multiple days, then written notice equal to the number of days reserved is required. Sue Tallon may apply Licensee's deposit toward any such postponement or cancellation fees or charges. Licensee shall in any event pay all expenses and charges incurred in connection with any postponed or cancelled License reservation. Special advance permission and reservation must be obtained for any painting or other modification of any kind to the Space. Licensee shall pay all costs for returning the Space to its original condition, to Sue Tallon's complete satisfaction, as determined by Sue Tallon's sole discretion. Upon departure the Space shall be left in a "broom clean" condition and in the same condition and repair as when the Licensee began use. In the case that the studio is not left in the condition outlined in the "Terms of Use", document provided to each renter a \$100 cleaning fee will be added to the rental fee. All trash must now be sorted carefully according to the signage and bins we've provided. Any fines incurred by renters for improperly sorted garbage will have to be paid by the renters. Upon request Licensee shall immediately pay Sue Tallon for all repairs, missing equipment, reconditioning charges, and any damage of any kind to the Space, the Real Property or to equipment, and Licensee will forfeit any deposit against payment of such charges. Licensee shall furnish a Certificate of Proof of Insurance ("Certificate") when the reservation is confirmed. Licensee may not use the Space unless a valid Certificate is provided to Sue Tallon. If Licensee fails to provide such Certificate, Sue Tallon shall have the right to refuse Licensee use of the Space and Licensee shall immediately pay all damages, fees and charges, including those for postponement and cancellation. Each Certificate shall name Sue Tallon as an additional insured and loss payee. The Licensee's insurance coverage will insure Licensee and Sue Tallon against liability for injury to persons, damage to property, and death of any person occurring in or about the Space. Licensee shall at its expense and for the duration of the License obtain and continue in full force and effect a comprehensive policy of liability insurance, including property damage and personal liability insurance, in an amount of not less than \$1,000,000 for bodily injury and \$1,000,000 for property damage. The insurance shall include workers' compensation coverage for each independent contractor and/or employee of Licensee that is present during Licensee's use of the Space. Upon request, Licensee shall provide Sue Tallon with a copy of the policy, including an endorsement that states that the policy will not be cancelled except after 10 days' notice in writing to Sue Tallon. The policy is subject to Sue Tallon's approval as to form and content. Sue Tallon shall not be liable for the loss of or damage to Licensee's property by theft or otherwise, nor for injury or damage to persons or property resulting from fire, explosion, power failure, gas, water, or any other cause whatsoever. Sue Tallon will be excused from performing any of its obligations under this Agreement by reason of occurrences or circumstances beyond its reasonable control. It is Licensee's sole and complete responsibility to obtain appropriate liability insurance, including for damage to Licensee's property, to cover any potential loss and liability of Licensee. Licensee waives all claims against Sue Tallon for damages to all personal property in, on, or about the Real Property, and for injuries to the persons in or about the Real Property, from any cause arising at any time. Licensee shall defend, indemnify and hold harmless Sue Tallon for any damage or injury to any person or personal property of any person, arising from Licensee's use of the Real Property, and/or Licensee's failure to keep the Space and surrounding areas clean and in good condition. Sue Tallon shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Real Property or any occupant of adjoining property. Licensee shall pay for any damage to the Real Property, as well as any damage to occupants of the Real Property and to the property of those occupants caused by Licensee's misuse or negligence. In addition, Licensee shall defend, indemnify, and hold Sue Tallon and Sue Tallon's agents, employees, other representatives, guests, and other licensees, harmless from any and all claims, liabilities, damages, and expenses of any kind, including attorneys' fees, arising from or relating to the License and/or Licensee's use of the Real Property including but not limited to all acts and omissions of Licensee in or about the Real Property. Under no circumstances shall Sue Tallon be liable for general, consequential, incidental or special damages arising from this Agreement, the License, Licensee's use of the Space, or any acts or omissions of Sue Tallon. All obligations of Licensee and its insurance carriers and all insurance coverage for any and all acts and omissions that occurred during Licensee's use of the Real Property shall survive the termination of this Agreement. Even if the License to use the Space fails, Sue Tallon's entire liability shall in no event exceed the fees paid to Sue Tallon. This Agreement contains all of the agreements and understandings of Sue Tallon and Licensee regarding the License and the Space and supersedes any and all prior representations and agreements of any kind regarding the License. Neither Sue Tallon nor Licensee shall be bound by any representation, warranty, term, condition or other provision other than may be expressly stated

in this Agreement. No waiver or modification may be made to any term or condition contained in this Agreement unless in writing and signed by Sue Tallon and Licensee. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement. Any provision of this Agreement which shall be held by a court of competent jurisdiction to be invalid or void for any reason shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Licensee shall comply in all respects with all federal, state, county, city, or other local laws, regulations and ordinances and all rules and regulations of an governmental authority, in connection with this Agreement. The License is personal to Licensee and shall not be assigned or transferred by Licensee. Any attempt by Licensee to assign or transfer the License shall automatically terminate all of Licensee's rights under this Agreement. Nothing in this Agreement shall constitute a partnership between, or joint venture by, Sue Tallon and Licensee or constitute either party the agent of the other. Neither party will act as an agent of the other, and neither party shall become liable for the representation, act or omission of the other contrary to the provisions of this Agreement. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any third party whether referred to herein or not. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding the conflict of laws rules of California. The unpaid amount of any fees or charges due to Sue Tallon from Licensee will incur a late payment charge of 1.5% per month. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their attorneys' fees and all litigation expenses. No lawsuits pertaining to or arising out of this Agreement shall be instituted in any place other than San Francisco, California. This Agreement shall be construed in accordance with its terms and shall not be construed more favorably for or more strongly against Sue Tallon or Licensee.

LICENSEE'S INFORMATION

Rental Dates: _____ **Standard Hours:** 8:00am - 6:00pm

(NOTE: Overtime charges are \$100.00/hour outside of business hours.)

Rental Rate Due: _____

Print Name: _____

Company: _____

Email: _____

Address: _____

Mobile Phone: _____ **Office Phone:** _____

SIGNATURES

I have read and understood the Rental Agreement & Terms of Use above.

Licensee: _____ **Date:** _____



Sue Tallon: _____ **Date:** _____