

**STUDIO 411 RENTAL AGREEMENT**  
**FOR PHOTO OR VIDEO PRODUCTION**

Kyle Ruggles Photography / Warren Zelman Photography. ("LESSOR")  
642 RUE DE COURCELLE #411  
MONTREAL, QC  
H4C 3C5  
(514) 774-2081 / 804-7979

Upon Lessor's acceptance of this Agreement, Lessor and Lessee (the "Parties") agree to be bound by the terms of this Rental Agreement.

**1. Rental Rates:**

Rental Rates are listed on daily basis with the rental day beginning at 9:00 A.M. and ending at 5:00 P.M.

Full Day (8 hours):   \$350.00

Half Day (4 hours):   \$200.00

Overtime:               \$ 55.00 / hour

\* All rates are subject to application of federal and provincial taxes.

**2. Payment:**

Upon completion of the Rental Agreement, Lessee's credit card will be immediately billed 50% of the contract amount as a non-refundable deposit in order to secure the Reservation Date. If a credit card cannot be provided, the deposit may be made by cash, cheque or money order. The Reservation Date will not be held until the deposit has been received by Lessor, and all funds have been cleared by a financial institution.

The balance of the rental payment may be made by credit card, cash, cheque or money order. This payment must be tendered at least 24 hours prior to the Reservation Date. All funds must be cleared by a financial institution within this timeframe. Failure to do so may result in Lessor's cancellation of reservation and retention of the deposit amount.

Cash payments shall be personally delivered to the attendant at the Studio. Cheque or money order payments shall be made payable to "Black Box Productions Ltd." and should be delivered to the Studio address. Credit card payments will be automatically processed, billed for the balance on the full rental amount, 24 hours prior to the Reservation Date.

### **3. Cancellations:**

The deposit is completely non-refundable. If written cancellation notice is given at least 5 business days prior to the Reservation Date, the deposit can be applied towards another Reservation Date to be agreed upon between Lessee and Lessor. Failure to provide such notice within the required time period will result in Lessee being unable to alter the Reservation Date, and Lessor's retention of the deposit.

Lessor reserves the right to refuse or cancel reservations at Lessor's sole discretion. If Lessor cancels the reservation for any reason, other than those listed in Section 2, Lessee will receive a full refund of its deposit, as its sole remedy.

### **4. Studio Use:**

Lessee agrees to use the Studio for the purpose of photography or video production only (unless otherwise agreed to herein by Lessor). Lessee agrees to leave the Studio in the same condition as it was at the beginning of the Reservation Date. If Lessee fails to leave the Studio in the same condition as it was at the beginning of the Reservation Date, Lessor will charge Lessee a \$150.00 cleaning fee. Lessee shall also remove all rubbish as directed by the Studio attendant. If Lessee fails to remove the rubbish, Lessee shall be charged an additional \$75.00 removal fee. These fees will be taken out of the Damage Deposit (Section 6), and Lessee will be billed accordingly.

### **5. Liability:**

Lessee shall be liable to Lessor for any loss or damage occurred by Lessee as a result of any usage of the Studio or personal property by Lessee, its employees, agents or invitees. Furthermore, Lessee agrees to hold Lessor, its managers, members and associates harmless from personal injury or property damage sustained by Lessee, Lessee's agents or invitees while leasing the Studio.

Lessor is not an insurer of Lessee's person or possessions. Lessee agrees that all of Lessee's person and property in the Studio shall be at the risk of Lessee. Lessee further agrees that except for instances of gross negligence or willful misconduct of Lessor, Lessor shall not be liable for any damage to the person or property of Lessee or any other person occupying or visiting the Studio. Accordingly, Lessee agrees to indemnify Lessor, Lessor's managers, members and associates for any loss, cost, liability or expense (including reasonable attorneys' fees) which is incurred by Lessor for any act or non-act, other than through Lessor's gross negligence or willful misconduct.

Lessee is solely responsible for the safety and well-being of any models or personnel that Lessee engages and understands that if Lessor or its agent feels that dangerous or negligent practices or activities are being engaged in the Studio, Lessor has the right to end the engagement and require Lessee and its agents and invitees to vacate the Studio immediately without refund of the rental payment.

Lessee is solely responsible for verifying that all models employed during the rental arrangement are of legal age for the activities in which they are engaged. Lessor has no responsibility to determine or verify the age of participants in Lessee's activities but reserves the right to end those activities if Lessor or its agent becomes aware that there is a work age violation.

Lessee agrees that person(s) representing Lessor will be present in the Studio at all times during the rental period.

## **6. Damage Deposit:**

On the Reservation Date, unless Lessee can provide proof of insurance, a Damage Deposit of \$500 is required and will be fully refunded once it is determined by Lessor that the Studio has been left in its original condition, and equipment has been returned undamaged. This deposit can either be made by cash or credit card, and must be received by the morning of the Reservation Date. For credit card transactions, the amount will be held on the card and not charged through unless it is determined that the Studio has not been left in the same condition as it was at the beginning of the Reservation Date, or if equipment has been damaged in any way. Lessee will be billed accordingly, with the balance owed deducted from the Damage Deposit.

## **7. Equipment:**

Various types of photographic equipment are available for rental to the experienced user. Please contact Lessor if you are interested in renting equipment. The terms of rental equipment shall be attached hereto as "Exhibit A" and payment for the rental equipment shall be made on the morning of the Reservation Date. If Lessee rents equipment from the Studio, the Studio agrees to provide equipment in good working order but makes no representations about the equipment's suitability for Lessee's purposes.