

## PROPERTY RENTAL AGREEMENT

This agreement ("Agreement") is effective \_\_\_\_\_ ("Effective Date"), by and between \_\_\_\_\_ ("Lessee") and Sintak Studio ("Sintak").

1. Overview. This Agreement concerns the facilities set forth below ("Property"). Subject to Lessee's compliance with this Agreement, Lessee will have the right to use the Property for the purposes of the following project:

- Property: Front entrance, garage, foyer, ground floor bathroom, kitchen and studio.
- The Property excludes the following areas of such location: Front room/office and entire second floor, including upstairs bedroom, upstairs bathroom and rooftop deck.

2. Rental Time / Period. The Property will be rented to Lessee, solely for Lessee's use, from the hours of:

\_\_\_\_\_ ("Day"), for the period beginning \_\_\_\_/\_\_\_\_/2015 and ending \_\_\_\_/\_\_\_\_/2015 ("Rental Period")

3. Fees. Lessee agrees to pay the following:

- Deposit: \$ \_\_\_\_\_ as a security deposit
- Base Fee: \$ \_\_\_\_\_ per Day
- Overtime Fees: \$ \_\_\_\_\_ for each hour Lessee (or any of its agents, contractors, guests, equipment or other materials) are on the Property outside of a Day.
- Additional Fees (if any): \_\_\_\_\_

The deposit is due to Sintak at least five (5) days in advance of the beginning of the Rental Period. All other amounts owed hereunder, are due and payable to Sintak upon completion of the Rental Period. Sintak reserves the right to deduct from the deposit any amounts Sintak reasonably determines are owed by Lessee hereunder. The remainder of the deposit will be returned to Lessee within fifteen (15) days from the Lessee complete evacuation from the Property. All payments by Lessee hereunder shall be made in the manner designated by Sintak.

4. Insurance. Prior to the Rental Period, Lessee shall provide Sintak a certificate of insurance which evidences Lessee's coverage under a liability insurance policy which shall include bodily injury and property damage coverage in an amount of not less than \$1,000,000.00. Such insurance shall be maintained throughout the Rental Period. The certificate will list Sintak Studio as an additional insured. The insurance certificate must be emailed to: [studio@sintak.net](mailto:studio@sintak.net). For clarity, such insurance will not limit Lessee's liability hereunder.

5. Compliance. The Lessee will comply with all laws and regulations (including, without limitation, obtaining all necessary EDIC and/or city permits), and all facility policies and procedures provided by Sintak, with respect to all uses of the Property.

6. Restricted Uses. Sintak does not allow projects on its premises that can be deemed pornographic. Any projects involving nudity require written permission from Sintak prior to the day of the rental. Use of fog machines is Not allowed.

7. Maximum Occupancy. Unless otherwise authorized by Sintak in writing, Lessee will ensure that there are no more than fifty (50) of its employees, agents, contractors and guests on the Property at any given time.

8. Smoking. Smoking is not permitted anywhere on the Property.

9. Maintenance. Lessee agrees to keep the Property clean. Lessee agrees to pay costs for extra cleaning and storage that may be required due to Lessee's failure to keep the Property clean. The minimum charge for cleaning (whether conducted by Sintak personnel or a third party) will be \$100.

10. Access Keys. Sintak may provide Lessee with keys or security cards to access the Property ("Keys"). Upon termination (or end of the Rental Period), Lessee will immediately return to Sintak all Keys. Lessee agrees to pay Sintak a twenty-five dollar (\$25.00) charge for each damaged or non-returned Key.

11. Internet. Due to the problems inherent with Internet connectivity (e.g. carrier problems), Sintak cannot guarantee that connectivity will be operational at all times.

12. Additional Equipment / Services. Lessee may request that Sintak provide additional equipment or services to Lessee. All such additional equipment and services shall be provided at Sintak's discretion and may be subject to additional fees.

13. Damages. Lessee will be fully responsible for (and will reimburse and indemnify Sintak with respect to) any and all damage to the Property (or any equipment or other materials on the Property) caused in whole or part by Lessee or its agents (or any other third party present at the Property on behalf of Lessee). Lessee will ensure that it places protective coverings under all equipment and areas of heavy foot traffic. Lessee will immediately notify Sintak of any damage caused to the Property (or any equipment or other materials on the Property). Sintak will not be responsible for loss, damage or theft of any property of the Lessee or any of its representatives (unless such loss, damage or theft arises from Sintak's gross negligence or willful misconduct).

14. Alterations. Lessee shall not have the right to alter the Property (or any equipment or materials on the Property) in any manner without Sintak's prior written consent in each instance.

15. Cancellation. This Agreement shall terminate upon expiration of the Rental Period. Sintak shall have the right to terminate this Agreement upon notice to Lessee if Lessee breaches this Agreement. Lessee shall have the right to terminate this Agreement, for any reason, upon written notice to Sintak. If such termination is at least forty eight (48) hours prior to the beginning of the Rental Period, Lessee will receive a full refund of the deposit. In the event termination is not at least forty eight (48) hours prior to the beginning of the Rental Period, Lessee will be responsible for paying Sintak a termination fee equal to fifty percent (50%) of the total rental fee (i.e., all Base Fees plus all Additional Fees). In the event Lessee does not terminate prior to the beginning of the Rental Period, the total rental fee shall be non-cancellable. The following sections shall survive termination of this Agreement 3, 4, 5, 6, 8, 9, 10, 15, 16 and 17.

16. Limitation on Liability; Disclaimer of Warranties. IN NO EVENT SHALL SINTAK (OR ANY OF ITS CONTRACTORS) BE LIABLE TO LESSEE (OR ANY THIRD PARTY) UNDER ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (I) SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF FORESEEABLE, (II) THE COST OF PROCUREMENT OF SUBSTITUTE FACILITIES, (III) ANY AMOUNTS IN EXCESS OF THE RENTAL FEES PAID

HEREUNDER, OR (IV) ANY MATTERS BEYOND SINTAK'S REASONABLE CONTROL; PROVIDED THAT, THE RESPECT TO BODILY INJURY, OR TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW. THE PROPERTY, AND ALL EQUIPMENT AND OTHER MATERIALS ON THE PROPERTY, AND SERVICES, PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND SINTAK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT.

17. General. The parties agree that this Agreement shall be governed by the laws of the State of California, without regard to the conflict of the laws provisions thereof. All disputes arising in connection with this Agreement shall be subject to the sole and exclusive jurisdiction of the state and Federal courts located in San Francisco, California (and the parties hereby consent (and submit) to such jurisdiction and venue. The parties further agree that if any portion of this Agreement is illegal or unenforceable, such portion(s) shall be limited or excluded from this Agreement to the minimum extent required and the balance of this Agreement shall remain in full force and effect and enforceable. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. This Agreement contains the entire understanding of the parties regarding its subject matter and can only be modified or waived by a subsequent written agreement signed by both parties. The prevailing party in any action to enforce this Agreement will be entitled to reasonable attorneys' fees.

**ACCEPTED AND AGREED TO**

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BILLING INFORMATION:**

Name/contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone/work: \_\_\_\_\_

Phone/cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**SINTAK STUDIO**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_