

k2 Studios Rental Agreement

k2 Studio, LLC, a Minnesota limited liability company (“k2 Studios”), hereby rents to the party identified below (“Renter”) studio(s) _____ (whether one or more referred to as “Studio”), including access to restroom facilities, and parking areas owned by k2 Studios. This rental may include equipment, as specified in the estimate and invoice associated with this Rental Agreement and incorporated herein by reference (“Estimate and Invoice”).

1. **RENTER:** Renter (please print): _____

Street Address: _____

Email Address and Phone Number: _____

2. **TERM:** Renter rents the Studio for the days beginning (begin date and time) _____ to (end date and time) _____ the “Rental Term.”

The Rental Term begins promptly at the designated starting date and time and ends promptly at the designated ending date and time, without any extension for set up or break down. Studio must be cleaned by Renter and vacated by the end of the Rental Term. Renter is not authorized to drop-off equipment, props, or other items prior to the Rental Term (or pickup such items after the Rental Term) unless negotiated at a time prior.

3. **RENT:** Renter agrees to pay rent as specified in the Estimate and Invoice, subject to adjustments for any additional equipment usage and studio usage, at rates specified in the Estimate and Invoice.

4. **INSURANCE AND INDEMNIFICATION:** Renter shall obtain general liability insurance covering the Rental Term in the minimum amount of one million dollars (\$1,000,000) in a form and amount satisfactory to k2 Studios. A certificate of insurance and a policy endorsement naming k2 Studios as an additional insured on the policy shall be provided to k2 Studios at least three business days before the Rental Term. All vendors hired by Renter to work or deliver to the Studio shall carry and maintain in full force and effect while working at the Studio: workers compensation insurance, general liability insurance and policy endorsement naming k2 Studios as an additional insured showing the required insurance is in place. Renter agrees to, and such vendors shall also be required to, hold harmless, indemnify, and defend k2 Studios to the maximum extent allowed by law, from any and all liability arising from Renter’s use of the Studio and a seal we got in the mail yet know at vendors’ work at or delivery to the Studio, including the payment of k2 Studios’ reasonable attorney’s fees and costs incurred in defense of any actual or alleged liability.

5. **STUDIO RULES:** Renter will abide by the Studio Rules as they may be reasonably amended from time to time. A copy of the current Studio Rules is attached as Addendum 1.

6. **ELECTRICAL USAGE:** If single-phase or three-phase power is required, or cam lock is applied extra charges may accrue if demand prices are reached. This is common when using Tungsten lights. Video shoots may be subject to charge an additional electrical usage fee based

upon the estimated consumption.

7. **WAIVER OF LIABILITY:** Use of the Studio is at Renter's risk. k2 Studios is not liable for any direct, indirect, incidental, or consequential damage, injury or loss to Renter, Renter's guests or invitees, or Renter's possessions. Renter holds harmless and indemnifies K2 Studio and its owners, agents, representatives, associates, officers, employees, guests, and tenants against any suit, claim, loss, accident, judgment, fine, injury, or damages, including reasonable attorney's fees, arising out of Renter's use of the Studio. This indemnification shall continue in force and effect during and after the Rental Term.

8. **EQUIPMENT:** k2 Studios agrees to provide equipment in good working order but makes no special guarantees concerning the equipment's functionality or suitability to Renter's purposes.

9. **CANCELLATION:** Cancellations after confirmation made by Renter must be made more than five business days prior to the start of the Rental Term. Any cancellations made five or fewer days prior to the Rental Term will be charged the regular studio rental rate for the full Rental Term.

In the event k2 Studios is delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war, pandemic, or other reason beyond its control, then performance of such act shall be excused. In such case, k2 Studios will refund a prorated portion of Renter's payment. If k2 Studios must cancel entirely Renter's reservation, Renter will be given, in k2 Studios' sole discretion, either rescheduling priority or a full refund.

10. **DAMAGE:** Renter shall be solely responsible for any damage to the Studio, including spills, excessive wear, burns, marks, or stains on furniture, fixtures, or painted surfaces.

In event of damages to equipment, Renter agrees to pay for repair costs if equipment can be repaired. If equipment cannot be reasonably be repaired or is lost or stolen, the Renter shall pay k2 Studios the replacement value of the equipment immediately upon receipt of an invoice from k2 Studios for lost or damaged equipment. Renter shall notify k2 Studios immediately of any malfunction, damage, or other issues with the equipment. Any time k2 Studios supplies or rents equipment to Renter, Renter must provide sufficient and appropriate insurance coverage.

11. **NOTICES:** Any notice to be given hereunder shall be sent by email or US Mail, addressed to the parties at their respective addresses above given. Either party may designate a different address by notice so given.

12. **WAIVER:** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. The waiver of a breach of any term hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof.

13. **MODIFICATION:** No waiver or modification shall be valid or binding unless in writing and signed by the parties.
14. **APPLICABLE LAW:** This Agreement and all collateral matters and issues shall be governed by the laws of the State of Minnesota.
15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the executors, administrators, and assigns of the parties.
16. **ENTIRE AGREEMENT:** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements.
17. **HEADINGS:** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
18. **COOPERATION:** Each party hereby agrees to execute and deliver all such other documents or instruments and to take any action as may be reasonably required in order to effectuate the transaction contemplated by this Agreement.
19. **COUNTERPARTS AND SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but together shall constitute one and the same instrument. This Agreement may be signed electronically. An electronic signature or a facsimile signature shall be valid and binding.

IN WITNESS WHEREOF the parties have executed this Agreement

k2 Studios LLC

By: Kristin Langerud

By: _____

Its: President

Its: _____

Dated: _____

Dated: _____