

## STATE OF MICHIGAN

# GOLDEN VIEW STUDIO RENTAL AGREEMENT

This Lease and Rental Agreement (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, **20\_\_**, by and between **Kayla Kuipers** ("Landlord" or "Studio Owner"), and \_\_\_\_\_ (the "Tenant" or "Renter"). Collectively, the Landlord and Tenant may be referred to as the "Parties."

Each Tenant is jointly and severally liable for full payment of rent and performance in accordance with all other terms of this Agreement.

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## 1. PREMISES

The leased premises ("Premises") are located at **494 W 17th Street, Holland, MI 49424**, including the studio, parking spaces, props, furniture, and equipment provided therein. Props may be used during the rental but may not be removed. Tenant is financially responsible for any damage, loss, or theft of studio property, furniture, or props.

## 2. TERM

The rental term ("Term") shall begin at \_\_\_\_\_ and end at \_\_\_\_\_ on the agreed date(s). Any change to dates or times must be approved in writing by the Landlord.

Holding over beyond the Term is strictly prohibited without prior written approval. Unauthorized occupancy may result in legal action, attorney's fees, and damages.

## 3. RENTAL FEES

- **Rates:** \$50 per hour weekdays, \$60 per hour weekends.
- **Payment Due:** Rent must be paid in full **12 hours prior to the scheduled rental time.**
- **Payment Methods:** Venmo (@woodzzy16, include name/date), cash (in sealed envelope, text notification required), or card on file.

- **Late Payment:** \$25 late fee will apply if rent is unpaid by the 12-hour deadline.
- **Cleaning Fee:** \$50/hour if the studio is not returned clean and orderly.
- **Damage:** Tenant is fully responsible for repair/replacement costs.
- **Lost or not returned key into Key Fob:** \$50 fee
- **Failure to lock studio after completion:** \$100 fee

#### 4. CANCELLATIONS

- **24+ Hours' Notice:** Full refund.
- **Less than 24 Hours' Notice:** No refund; full rental fee due.
- **Studio Cancellations:** Renter will receive a full refund or rescheduling credit.
- **Force Majeure:** Studio is not liable for cancellations due to weather, power outages, emergencies, or acts of God.

#### 5. USE OF PREMISES

- The Premises may be used only for **photography, videography, or related creative purposes**.
- Tenant must be present during all sessions. Subleasing or unauthorized third-party use is prohibited.
- Illegal, unsafe, negligent, or pornographic activity is strictly prohibited and may result in immediate termination without refund.
- Tenant is responsible for client conduct and safety.

#### 6. RULES & REGULATIONS (Exhibit A – incorporated by reference)

Tenant agrees to abide by all studio rules, including:

- No smoking, or illegal drugs.
- No standing on props or furniture.
- No food waste or diapers in studio trash bins.
- Children over 2 are not permitted on bassinets or infant props.
- Tenant must reset studio and return all props/furniture to original condition.
- Trash must be removed if full; replace with new bag.

#### 7. MAINTENANCE & ALTERATIONS

Tenant will maintain the Premises in a clean and sanitary condition. Tenant may not alter, add to, or modify the Premises without prior written consent of Landlord.

## 8. PET POLICY

Pets are prohibited unless specifically approved by Landlord. Dogs may be permitted with approval. Any damage or accidents caused by pets will result in a **\$100 cleaning/damage fee** plus replacement costs.

## 9. LIABILITY & INSURANCE

- Tenant assumes all risks associated with use of the Premises. Landlord is not liable for any accident, injury, theft, or damage except where caused by Landlord's gross negligence or willful misconduct.
- Tenant is responsible for verifying the age and consent of models.
- Tenant is encouraged to carry liability insurance. Commercial renters must carry insurance of at least **\$1,000,000 per occurrence**.

## 10. ENTRY & INSPECTION

Landlord or representatives may enter the Premises for inspection or emergencies at any time. For routine matters, entry will occur with reasonable notice.

## 11. DEFAULT & TERMINATION

If Tenant fails to comply with this Agreement (including failure to pay rent), Landlord may terminate with written notice. Tenant remains liable for unpaid rent, damages, late fees, and costs of enforcement.

Landlord may stop lease/rental if Tenant violates rules after **3 written warnings**.

## 12. GOVERNING LAW

This Agreement shall be governed by the laws of the **State of Michigan**. Venue for any disputes shall be Ottawa County, Michigan. Disputes shall first be resolved by mediation.

## 13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties. No oral promises or prior agreements shall have force unless included herein.

## **RULES & RESPONSIBILITIES IN REVIEW.... Please initial**

- \_\_\_\_\_ Contract needs to be submitted, before appointment is approved.
- \_\_\_\_\_ Drivers License emailed to Landlord before appointment.
- \_\_\_\_\_ Payment will be sent before Lock Box Code is given.
- \_\_\_\_\_ Please read summaries that are posted on door once you walk inside.
- \_\_\_\_\_ This is a NO SHOE Studio. Clean shoes if using them inside.
- \_\_\_\_\_ No smoking, or illegal substances.
- \_\_\_\_\_ No food waste or diapers in trash bins.
- \_\_\_\_\_ Do not stand on furniture or props.
- \_\_\_\_\_ Paper Rolls are only for Tenants who paid extra.
- \_\_\_\_\_ Children over 2 not allowed on bassinets/infant props.
- \_\_\_\_\_ Pets prohibited unless pre-approved.
- \_\_\_\_\_ Report damage immediately.
- \_\_\_\_\_ Respect other tenants on property (Mon–Fri 8am–5pm).
- \_\_\_\_\_ Landlord reserves right to terminate sessions for unsafe/inappropriate conduct.
- \_\_\_\_\_ Return props and furniture to original positions.
- \_\_\_\_\_ Leave studio clean; please sweep and mop if needed...\$50/hr fee if not.
- \_\_\_\_\_ Lost or not returned Key... \$50 fee
- \_\_\_\_\_ Failure to lock studio after session... \$100 fee, with one warning before terminating future uses by Tenent.
- \_\_\_\_\_ Lock up, turn lights off, and make sure everything is put away before leaving the premises. Failure to do so, will result in fees and possible further investigations (key not being returned, failure to lock up, lights being left on, or damages to studio or items).

## SIGNATURES

By signing below, the Parties acknowledge and agree to all terms of this Agreement, including the attached Rules & Regulations (Exhibit A).

**Tenant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**Landlord Signature (Kayla Kuipers, Golden View Studio):**

\_\_\_\_\_

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