

SPACE RENTAL AGREEMENT

This Space Rental Agreement (“Agreement”) is made as of _____, 2021 (the “Effective Date”) by and between OURS Studios, LLC., a Georgia limited liability Renter, with a principal office address of 5311 Dividend Drive, Stonecrest, Georgia, 30035 (“Owner”), and _____, a _____ (“Renter”) with a principal office address of _____ (“Renter”) (each of Owner and Renter being a “Party” and collectively the “Parties”). This agreement is **NON-EXCLUSIVE**.

WHEREAS, Owner is the lawful owner of the Property (as defined below);

WHEREAS, Renter wishes to record and film audio-visual material on the Property; and

WHEREAS, Owner is willing to grant Renter access to the Property under the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the Parties hereby agree as follows:

Studio Rental Terms

Owner offers multiple space uses of its facilities (the “Studio”) at its metropolitan Atlanta complex in Stonecrest, Georgia. Each rentable space has unique dimensions and equipment configurations. Owner reserves the right to modify configurations of the Studios at any time. Specific equipment requests must be made at the time of the reservation.

1. Grant of Rights.

- (a) Owner hereby grants to Renter and its authorized agents, employees, and contractors the right of limited access to enter and remain upon and use the Property, interior, to film, photograph, and otherwise record at the Property, including any structures and personal property, including the Owner’s name, logo, trademark, service mark and/ or any other identifying features associated therewith or which appear in, on or about the Property (“Marks”), sets and structures and/ or recording sound in connection with the production, exhibition, advertising and exploitation of the Renter’s project (the “Project”), and to use audio-visual depictions, displays and portrayals of the Property and the Marks resulting therefrom in the Project. This Agreement shall not deem the Renter to be a tenant or sub-tenant in the Property.
- (b) Renter shall: (i) obtain any and all required permits and licenses necessary to use the Property as permitted by this Agreement; and (ii) comply, and cause its employees, contractors, agents, and representatives to comply, with all policies and rules provided to Renter by Owner, for example, security procedures and rules related to use, storage, and disposal of hazardous substances and waste and other environmental matters; and all applicable local, state, and federal laws, regulations, and ordinances. Renter shall not, and shall not permit its employees, contractors, agents, representatives, or any third party to, use the Property in any manner that would violate any applicable local, state, or federal law, regulation, or ordinance.

2. Access to Property. Renter’s right to enter the property located at _____ (the “Studio”) and use it as authorized by this Agreement commences on or about _____, 202_ and continues until _____, 202_. Renter shall use its best efforts to ensure that the filming and recording of the Project does not interfere with Owner’s normal business activities. The Studio is available for use during Owners’ posted hours of operation.

3. Representations and Warranties.

- (a) Owner represents that it is the owner of the Property, and that Owner has the authority to grant Renter the powers, permissions, and duties, licenses and rights granted in this Agreement.
- (b) Renter represents and warrants that: (i) it has the full corporate power, right, and authority to enter into this Agreement and to perform all the obligations of Renter prescribed by this Agreement without violation of laws or of any contract or agreement with any third party; (ii) the Project is not and shall not be derogatory to the Studio, Owner, any employee or director of Owner; (iii) the Project is not and shall not be defamatory, obscene, or pornographic, depict anyone in a false light or deceptive context, infringe any trademark, other intellectual property or any other right, and shall not be otherwise unlawful or injurious, and does not and shall not advocate unlawful activities; and (v) the Project does not suggest or imply Owner's sponsorship or endorsement of or by, or association with, any third party, product, or service.

4. Rights to Materials Produced. All rights of every nature whatsoever, including (without limitation) copyright and other intellectual property rights, in and to all still pictures, motion pictures, videotapes, photographs and sound recordings (collectively, the "Materials") made hereunder at the Property or otherwise, shall be owned by Renter and its successors, assigns and licensees, provided, however, that the Materials may be used only in connection with the Project and advertising and promotion of the Project. The Renter shall not portray the Owner or the Property in a manner that is defamatory or disparaging nor shall the content that is produced by the Renter disparage or defame the Owner or the Property. 4. Deposit. Renter shall pay Owner a nonrefundable fee in the amount of _____ (\$ _____) (the "Deposit"). Renter shall pay the Deposit to Owner by ____ on _____, 202_. The Deposit is equal to half the total Fee amount ("Fee") and must be accompanied by a completed rental application.

5. Fee Amount. Renter shall pay Owner the other half of the total Fee amount in the amount of _____ (\$ _____) by _____ on _____, 202_. The total Fee amount is _____ (\$ _____).

6. Automatic Payment of Charges. In the event that Charges are not paid by other methods at the time they are incurred, Renter hereby authorizes Owner to use the credit card used to reserve Studio to automatically process the payment of charges under this Agreement. Renter acknowledges and agrees that if at any time the credit card submitted for payment cannot process the payment of charges under this Agreement, Renter remains obligated to pay the charges.

7. Cancellations. Studio rental requires a seven (7) day advance notice of cancellation to Owner via written notice to Owner. Full fee for booking will be charged seven (7) days prior to booked time and date. Upon cancellation, neither Party shall have any obligation to the other and Owner shall retain the Fee. Renter shall reimburse Owner for its actual, out-of-pocket costs associated with Renter's use of the Studio associated with Renter's use of the property. Renter shall reimburse Owner for all such costs within thirty (30) calendar days of receipt of an invoice from Owner.

8. Damages. Renter will be financially responsible for any damages caused by the Renter or its authorized agents, employees, and contractors to the Studio and any rental equipment. Owner is not responsible for the personal property of Renter or its authorized agents, employees, and contractors.

9. Indemnification; Damage to Property. Renter agrees to use reasonable care to prevent damage to the Property, and will indemnify, defend, and hold Owner harmless from and against any claims, demands, and losses of any

kind and amount that result from (a) Renter's breach of this Agreement and (b) personal injuries or property damage suffered by any person(s) arising out of or relating to Renter's use of the Property.

10. Rules and Regulations. Studio and its surrounding parking areas, is an alcohol-free, smoke-free and drug-free facility. Owner reserves the right to deny entry to anyone believed to be under the influence of a substance. Further, all food and beverages to be kept and consumed only in designated food/drink areas. Food and/or drink prohibited anywhere near or around mixing boards and/or equipment. Fighting, horseplay, heckling, or any other aggressive physical or verbal behavior will not be tolerated. Signs posted in the Studio, directions from Studios' Staff and other written guidelines will serve as additional rules to be followed by Renter.

11. Terminations and Suspension. Owner reserves the right at any time to terminate and/or suspend the rental privileges of Renter for failure to comply with any of the Rules and Regulations adopted by the Studio or for any conduct the Studio determines to be improper or in any way detrimental to the best interests of the Studio. The rental privileges may be terminated by notification in writing mailed by the Owner to the last address shown on the records of the Studio for the Renter. The terminated Renter will remain liable for all dues and other indebtedness incurred prior to the termination.

12. Cleaning Fee. If the studio you rented is left in a manner which requires cleaning above our normal cleaning procedure, you will be billed an additional \$50 cleaning fee which shall be billed at the sole discretion of Owner. Owner also reserves the right to charge your card for any damage done to the equipment

13. Force Majeure. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either Party is prevented due to the following: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the Parties, neither Party shall be responsible to the other party for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Party of such force majeure condition. The terms of this clause shall not exempt, but merely suspend, the term such that the Parties shall perform their obligations under this Agreement as soon as possible after a force majeure condition ceases to exist. If the force majeure condition continues for a period longer than six (6) months, unless otherwise agreed to in writing by the Parties, this Agreement shall terminate and no further obligations are owed.

14. Reservation of Rights. Neither this Agreement, nor any act, omission, or statement by Owner or Renter, conveys any ownership rights to Renter in the Property, or to any element or portion thereof. Renter's permission to use the Property is expressly conditioned on Renter not impairing Owner's ownership of the Property in any way.

15. Miscellaneous.

- (a) Renter agrees (and shall causes its designees) to adhere to all applicable CDC, municipal and State guidelines, regulations and orders with respect to COVID-19 personal protection.
- (b) All notices to be given to Renter hereunder shall be addressed to Renter at the address set forth on page 1 hereof or at such other address as Renter shall designate in writing from time to time. All notices to be given to Owner hereunder shall be addressed to Owner at the address set forth at the

beginning hereof or at such other address as Owner shall designate in writing from time to time, with a courtesy copy to 5398 E. Mountain Street, Stone Mountain, GA 30083, Attn: Kendall Minter, Esq. All notices shall be in writing and shall either be served by personal delivery or certified mail, all charges prepaid. Except as otherwise provided herein, such notices shall be deemed given when personally delivered or five (5) business days after mailing, except those notices of change of address shall be effective only after the actual receipt thereof.

- (c) **This Agreement will in all respects be subject to and interpreted in accordance with the laws of the State of Georgia without regard to conflicts of law rules that would result in a different governing law. The parties irrevocably submit to the jurisdiction of the federal and state courts in Georgia, and the parties hereto submit to the personal jurisdiction of said courts for the purpose of any action or judgment with respect to this Agreement, regardless of where any alleged breach or other action, omission, fact or occurrence giving rise thereto occurred. The parties irrevocably waive any claim that any action or proceeding brought in Georgia has been brought in any inconvenient forum.**
- (d) In the event any attorney is employed by any party to this Agreement with regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of any alleged dispute, breach default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.
- (e) Both Parties had the opportunity to consult with counsel in the negotiation and drafting of this Agreement.
- (f) This Agreement represents the entire agreement of the Parties regarding the subject matter hereof, and supersedes all written and oral communications between the Parties relating thereto. If any term of this Agreement is held to be unenforceable, it shall be stricken, and the remainder of the Agreement enforced so as to effectuate the intent of the Parties.
- (g) The Parties may not amend this Agreement except by a written instrument signed by both Parties.
- (h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (i) This Agreement is binding on and inures to the benefit of each Party and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
- (j) This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

The Parties hereto have caused this Agreement to be executed as of the date and year first above written.

“RENTER”

“OWNER”

OURS STUDIOS, LLC.

By: _____
Name: _____
Title: _____

By: _____
_____, an authorized
representative

Note: Arbitration clause not included from original.