

Studio or Venue Rental Agreement

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General Information

Studio or Venue Rental Agreement

This Studio or Venue Release Agreement is between a venue owner and an individual who desires to rent the venue. This agreement sets out the terms of the arrangement between the parties including renter's right to use venue's image, features, stage, signage and artwork for a specified fee. It also sets forth the payment the renter will pay to the venue owner for use of the venue and how payment will be made.

It is vital that this type of temporary rental agreement be clearly set forth in writing. A written Studio or Venue Release Agreement will be useful in the event there are disagreements, misunderstandings or litigation between the parties regarding the use of the venue.

Instructions and Checklist

Studio or Venue Rental Agreement

- The parties should read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- Read the "Grant of Rights" provisions carefully. If disagreements occur, they will likely focus on one or more of these provisions. If any of the provisions are vague, set forth examples to remove any ambiguities.
- Both the venue owner and the renter must sign the release agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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STUDIO OR VENUE RELEASE AGREEMENT

This Agreement (“Agreement”) is entered into on this _____ day of _____ [month and year] at _____ [place of execution], (between [name] ----- (hereinafter referred to as “Venue Owner”) and the undersigned [name] ----- (hereinafter referred to as “Renter”).

WHEREAS, the Renter desires to temporarily rent, occupy, and make use of the Venue Owner's venue image, facility, premises, venue, structure, building, stage, signage, artwork, and other unique features, located at _____ and known as (“Venue”) for the purpose of _____ (the “Program”).

WHEREAS, the Venue Owner agrees to such rental, occupation, and use of the Venue image, facility, premises, venue, structure, building, stage, signage, artwork, and other unique features, in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. GRANT OF RIGHTS - Venue Owner hereby irrevocably grants and releases to Renter and his licensees and assigns the following:

- a) The right to photograph, film, video and otherwise without any limitation visually and audio-visually record the venue in any digital formats and also record Venue in connection with the development, promotion, advertisement, publication, distribution and disclosure of the Program.
- b) The right to use such recordings of the Venue exclusively and without restriction throughout the universe and forever, for the development, promotion, advertisement, distribution and disclosure of the program.
- c) The right to use, license, advertise, publish, disclose and distribute in any form or type of media, including without limitation to newspapers, brochures, radio, television, print, CD_ROM, DVD, internet, blogs and videos, social media websites, so long as such use and disclosure rights are exercised by Renter, in connection with or related to the development, promotion, advertisement, publication, distribution and disclosure of the Program (the “Use and Disclosure Rights”).
- d) The Use and Disclosure Rights shall include the rights to edit, dub, add to, subtract from or modify the Venue in any manner and to combine it with other venue and actor’s personal materials in connection with or related to the development, promotion, advertisement, publication, distribution and disclosure of the Program.
- e) Renter is permitted, but not required, to exercise and utilize the Use and Disclosure Rights in any manner whatsoever, provided such exercise and use is reasonably related to, or in connection with, the development, advertisement, publicity, promotion, distribution, and disclosure of the Program. Renter is permitted, but not required, to include Venue’s name

and likeness as a credit in connection with the Use and Disclosure Rights.

- f) Venue Owner releases Renter, and his licensees, assigns and successors from any claims that may arise regarding the Use and Disclosure Rights granted under this Agreement, including without limitation, claims for defamation, false-light, invasion of privacy, or infringement upon moral rights, rights of publicity, or copyright.

2. RESPONSIBILITY

- a) The Renter assumes full responsibility of the Venue during the times of use to include but not limited to the following:
 - i) Cleaning facility after each and every use to include but not to limited to trash removal, sweeping of floors, equipment storage and any other tasks required to ensure Venue is returned to clean and working order. Cleaning of Venue is to be completed in accordance with the Venue Rental Cleaning checklist provided.
 - ii) Ensuring that access to venue is for members of the group only.
 - iii) Proper closing of the Venue: A) locking all doors; B) enabling security system; C) turning off the lights and other equipments; D) ensuring parking lot gate is closed and locked; and D) no trash is left inside or outside the Venue or in parking lot.
 - iv) Proper use of utilities; and all equipments and furniture's within Venue.
- b) The Venue Owner assumes full responsibility to provide Renter the access and use of the facilities, its utilities, equipment, and parking lot during the Agreement.

3. PAYMENT – Payment should be made in full before accessing the Venue, which includes the security deposits. All payments must be paid in the form of cash or check only.

- a) The Renter shall pay to the Venue Owner the sum of \$_____ no later than MM/DD/YYYY (recommended: 30 days before the commencement of the rental period). Of this amount, \$_____ is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. The remainder, \$_____, is a damages/security deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the Venue by Renter or his/her associates.
- b) The full rental fee for the use of the Venue described in above shall be \$_____. The balance of the rental fee due, less the non-refundable deposit described in 3(a) above, shall be payable to the Venue Owner upon the expiration of the rental period described in above.
- c) Within 24 hours of the rental period's expiration, Renter shall tender to Venue Owner the rental fee balance due, and all keys and other access control devices in his/her possession.

- d) Upon Renter's completion of his/her obligations as above mentioned, the Venue Owner shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the Venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.
- e) In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance, per year until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.
- f) Renter will be liable for any physical damages, legal actions, or loss of reputation or business opportunities that Venue Owner may incur as a consequence of the actions of Renter or any of Renter's associate, guests while Renter is in control of the Venue, and shall indemnify and hold harmless the Venue Owner against any and all legal actions which may arise from Renter's use of the Venue.

4. PERSONAL PROPERTY- Venue Owner shall not be responsible for any loss or damage to personal property placed in or about the Venue belonging to Renter or his associates, its servants, agents, subcontractors, guests and Renter shall hold Venue Owner harmless from all claims arising out of loss or damage to such property. Venue Owner shall not be liable for any damage or loss to said property regardless of how and where same shall occur.

5. LIABILITY- The work, services, or activity to be performed in the Venue under this contract will be performed entirely at the risk of the Renter and assumes all responsibility for the condition of facility and all equipment used in conjunction of this contract. Furthermore, Renter shall protect, maintain, save and hold harmless the Venue Owner and its officers, agents, servants, and employees from and against any and all claims, demands, expense and liabilities arising out of injury or death to any person, or the damage, loss or destruction of any property which may occur in or about the Venue.

6. APPLICABLE LAW- Any disputes arising under this contract shall be adjudicated in the Venue Owner's local jurisdiction. The construction and interpretation of this Agreement shall be pursuant to the laws of the state of _____.

7. The Agreement includes all the terms and conditions agreed upon by the parties and no oral commitments or representation shall be valid or binding upon the parties. This Agreement may not be modified in any manner except by written modifications signed by both parties.

[Signature Pages Follow]

In witness of their understanding of an agreement to the terms and conditions herein contained, the parties affix their signatures below.

Both parties whose signatures appear below hereby warrant that they are fully authorized and entitled to enter into this Agreement, and do so agree on the dates written below by affixing their signatures below.

RENTER

VENUE OWNER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Address: _____

Address: _____

Date: _____

Date: _____