

STUDIO SPACE RENTAL AGREEMENT

This studio rental agreement between **ARTlanta Studios LLC** (ARTlanta Studios, Studio) and the booking party (Client) will commence on the date of any completed booking, appointment, or reservation via any listing service where ARTlanta Studios advertises its studio for such bookings, listings, or reservations. Listing services may include but are not limited to; Momenze, shiabriartlanta.com, PeerSpace, Eventective, Giggster, and any others chosen by ARTlanta Studios. By completing any such booking, listing, or reservation, the Client expressly agrees to this agreement in its entirety.

For the purposes of this document, the terms Event, Rental and Reservation all refer to the agreed time and date as listed in the booking or reservation made by the client.

This agreement will be construed in accordance with and governed by the laws of the State of Georgia and Cobb County. Both parties have read this three (3) page agreement in full and agree to the following:

PAYMENT, RATES, AND MINIMUMS

The table below includes all standard fees and costs for the studio rental. **At the time of booking, the security deposit and all rental fees are due to secure the reservation.** Until all fees are paid in full, no guarantees of availability are made. If payment is received less than ten (10) days prior to the event, a \$250 rush fee may be added to the total due.

ARTlanta Studios strives to be accommodating by accepting payment in the form of cash, bank transfer or debit/credit card via various booking services and by invoice. ARTlanta Studios does not accept payment by personal check.

Security deposits will be returned to the Client via business check made payable to Client name or company and will be available for pickup at the Studio with valid ID matching Client name for thirty (30) days after Event end. At Client's written request and Studio approval, security deposit return checks may be mailed to the address supplied by client below. Deposits not claimed within thirty (30) days of Event end are considered forfeit and checks are destroyed. Security deposits will NOT be returned via electronic payment of any kind.

It is the Client's responsibility to inspect the Studio prior to Event and to perform basic cleanup at the conclusion of the Event to include at minimum sweeping and wiping down of the floors, removing all decorations and other Client property, placing all trash in proper receptacles, and resetting all pieces of equipment/furniture to their original positions. ARTlanta Studios reserves the right to deduct a minimum \$150 cleaning fee and/or labor at \$100/hr and any other incurred expenses, from the security deposit for any damages or cleaning required after an event. Any such deductions will be documented and outlined for the Client at issue of refund of the security deposit, if any.

	Capacity	Security Deposit	Per Hour	Per Event
Studio Reservation	30 Guests	\$250	\$100	
Photography Backdrops	5 Guests			\$100
Class Supplies (Mats, Screens, etc.)	30 Guests			\$100
Cleaning Fee				\$150

TERMS & CONDITIONS

RESERVATIONS

Prior to this agreement date, the client has submitted a formal request for the rental of the studio and has confirmed studio availability. Additionally, the client has had adequate time to discuss the terms of this agreement with all parties involved and affirms their authority to complete this agreement.

HOURS OF OPERATION

The Client will be permitted to enter the facilities up to 15 minutes before the reserved time for studio inspection/set up and will

be permitted a 15 minute grace period after reservation end for clean up. **The Client will not be provided with additional time for setup, cleanup, break-down, or equipment pick-up. All guests of the Client and property belonging to the Client and/or its contractors shall not be in place before reservation start and must be removed by reservation end.** The Client will be held responsible for any and all guests, personnel and/or property on the premises after the reservation ends. This may include, but is not limited to, additional fees, loss of security deposit and/or forcible removal.

MISCELLANEOUS TERMS AND CONDITIONS

- **No outside alcoholic beverages of any kind are allowed on the premises at any time, for any reason, open, sealed, or otherwise.** Violation of this condition will result in immediate reservation end, removal from the premises, forfeit of any deposits and potential legal responsibility and/or action.
- The Client is to secure their own catering options and shall have all catering staff/delivery/activities abide by all of the terms in this agreement including the time start/end requirements for setup and cleanup.
- All guests attending the event shall remain within the designated areas and shall not enter private areas.
- ARTlanta Studios will not be held liable for any property left on the premises after the event's conclusion.
- All studio staff will be permitted to enter the premises at any time before, during or after the event.
- The Client's guest number may not exceed the allowed number of people (30 persons) in the studio at any time during the event.
- The Client and each of their guests will conduct themselves in a reasonable and appropriate manner while at the studio and interacting with studio staff.
- No smoking, vaping, or use of e-cigarettes will be permitted in any area of the studio at any time.
- ARTlanta Studios will be permitted to photograph and/or video any part or all of the Event and its participants so long as the event is not grossly disrupted. ARTlanta Studios reserves the right to use any of its photos/videos taken of the Event in the promotion of its business via any media.
- In addition to these terms, Client and their guests will abide by all local, state and federal laws.
- ARTlanta Studios may refuse to serve any of the Client's guests at any time for any reason. Further, ARTlanta Studios may refuse entrance to or remove a guest from the studio for violation of any of the terms in this agreement.

CANCELLATION POLICY

The Client may cancel this agreement by delivering notice in writing or via their chosen booking service no less than forty eight (48) hours prior to the event date. ARTlanta Studios will refund all fees and security deposit. If the Client cancels this agreement less than forty eight (48) hour prior to the event, all fees and deposits paid are considered forfeit and non-refundable. Should ARTlanta Studios choose to cancel this studio rental agreement due to Client's violation of the terms of this agreement, any and all fees and security deposits paid by the Client are considered forfeit and are non-refundable.

Cancellation due to Force Majeure: In the event that circumstances beyond the control of either party such as acts of God, war, pandemic, epidemic, acts or regulations of public authorities, national or state emergency or any other unforeseen circumstance beyond the control of the parties (a "Force Majeure Event") makes it impossible or impractical for either party to perform its obligations hereunder or requires the cancellation or rescheduling of the reservation, then the affected party may cancel the reservation by providing the other party a written notice of cancellation. In the event of such cancellation due to a Force Majeure Event, no fees or deposits made by Client shall be refunded. As an alternative to cancellation, the Client may request to reschedule the reservation. If the Studio agrees to reschedule the reservation, the fees and deposits made by Client will be applied towards the rescheduled reservation.

Any and all refunds will be made by the Client's chosen booking service or by check or money order made payable to the Client. Refunds made by check or money order will be available for pickup with valid ID by the Client at the studio no less than thirty (30) days after written notice of cancellation is received.

ARTlanta Studios reserves the right to cancel this studio rental agreement for any reason without notice or explanation up to the time of reservation. Should ARTlanta Studios choose to cancel this studio rental agreement for any reason other than the Client's violation of the terms of this agreement, ARTlanta Studios will refund in full all fees and deposits made by Client.

This agreement makes no provisions for the rescheduling of the event for any reason. In order to change the time/date of the event registration, the above cancellation policies should be followed and a new agreement written for the new time/date. If for any reason, foreseen or unforeseen, natural or otherwise, the Client does not conduct the event at the time of the reservation start, the event and reservation are considered abandoned and all fees are considered forfeit and non-refundable.

INSURANCE

ARTlanta Studios maintains general liability, fire and property insurance. However, ARTlanta Studios' insurance policies do not cover or protect the Client or against loss of Client's property or damage or injury to Client's guests and/or their property, nor is ARTlanta Studios liable for any such loss or damage. ARTlanta Studios reserves the right to require the Client obtain event insurance for their event and list ARTlanta Studios as additionally insured on all policies.

Whether required or not, ARTlanta Studios recommends obtaining event insurance for all events. If the Client wishes to estimate event insurance cost, a convenient online tool is <https://www.theeventhelper.com/>

SECURITY

Client is responsible for and shall provide reasonable security for all guests during the event if needed. If the event is reasonably considered an event for minors (under 18 years old), security personnel will be required.

If requested, the Studio may provide security through an independent and licensed contractor for a fee of \$200.00 per officer/guard per hour of service. Security service must extend 30 minutes before and after reservation time.

LIABILITY AND RELEASE

ARTlanta Studios shall not be held liable for any damages, loss or injuries to property, personnel or guests prior to, during or resulting from the event.

The Client and anyone claiming on behalf of the Client releases and forever discharges ARTlanta Studios LLC and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which the Client has or ever had or may in the future have against ARTlanta Studios LLC or any of the Released Parties arising out of or relating to the event and reservation detailed in this agreement or any part of the process associated with the event registration detailed in this agreement.

ACCEPTANCE

Client acknowledges receipt and acceptance of this agreement by completing a booking or reservation via their chosen booking service.