

Rental Period:
Start Time:
Total Due: \$

Rental License Agreement

NEPONSET
RIVER
STUDIOS

This Agreement is by and between the undersigned licensee ("Licensee") and Alex Jones Photography, LLC d/b/a Neponset River Studios, a Massachusetts limited liability company ("Licensor").

The Licensee wishes to use and occupy the professional photography studio space of the Licensor, located at the address below (the "Premises"), and the Licensor agrees to grant a license for such use upon the terms and conditions of this Rental License Agreement (this "Agreement"). Terms not defined, below, are as defined in the inset box. The Licensee and Licensor agree as follows:

1. Rate. Regular: \$500 per Day. Overtime: \$100 per hour.

2. Grant of License. Licensor hereby grants to Licensee the limited license to occupy the Premises during the Rental Period for the Use subject to the terms and conditions of this Agreement. Licensee's failure to comply with this Agreement shall result in immediate revocation of this license without refund.

3. Rental Period. Shall be as defined in the inset box. Minimum rental period is 1 day. A "Day" shall consist of 9 hours, beginning at the Start Time and inclusive of time for loading in or out. The space must be completely vacated by the end of the Rental Period. Failure to vacate the Premises within the Rental Period, after a 10 minute grace period, shall result in an additional charge for Overtime. If the Rental Period is for multiple days equipment may be left overnight in the Premises, but at the sole risk of the Licensee and subject to the Indemnification and Insurance provisions, herein.

4. Payment. Payment shall be due at or before the end of the Rental Period and shall be in the form of cash, credit card, or check payable to Alex Jones Photography, LLC. The Licensee agrees to provide a security deposit upon request and agrees that a hold may be placed on the Licensee's credit card in lieu of a security deposit. Returned checks shall be subject to a \$100 fee.

5. Cancellation. Cancellations up to 48 hours in advance shall be without charge. Cancellations within 48 hours of the Rental Period shall be at the discretion of the Licensor.

6. Condition of Premises. Please leave everything as you found it, and do not tape or nail anything to the walls. Reasonable wear and tear excepted, any damage shall incur a repair fee equal to the greater of \$250 or the actual cost to repair.

7. Use of the Premises. The Licensee's "Use" of the Premises shall be only as a photography studio and related uses. The Premises are in a shared building space and the Licensee agrees to be mindful and respectful of others and to: 1. keep music to a reasonable volume; 2. refrain from any behavior that imposes on another occupant of the building or is reckless, dangerous, hazardous, or illegal; 3. comply with any and all additional instructions that may be provided.

8. Incidental Services and Equipment. The Licensor or its designee may remain on the Premises for the duration of the Rental Period, at its discretion. Rental of the Licensor's equipment or incidental services by the owner shall be pursuant to a separate agreement. In the event that a designee of the Licensor or the Licensor's equipment are made available to the Licensee outside of a separate agreement, the same shall be on an as-is basis and only at the exclusive discretion of the Licensor, without any representations or warranties of any kind, and subject to the indemnification provisions of Section 10 and the repair fee in Section 6.

9. Parking. Park in marked spaces in the lot adjacent to Building No. 6 and at the door only for active loading/unloading.

10. Insurance. For the duration of the Rental Period, the Licensee represents and warrants to Licensor that it has insurance of the type and kind applicable to the Use contemplated by this Agreement, and in an amount, at minimum, sufficient to cover full replacement of its personal property. The Licensee shall provide a copy of an insurance certificate to Licensor, which shall be attached to this Agreement. Licensor represents and warrants that the Premise shall be covered by liability insurance during the Rental Period.

11. Indemnification. The Licensee agrees to indemnify, defend and hold harmless Licensor from any and all damages and claims arising from the Licensee's Use of the Premises, including, but not limited to damages due to flood, theft, act-of god, etc. Licensee acknowledges that the Premises are in a flood zone and shall take reasonable precautions to protect its own equipment. The Licensor agrees to indemnify and hold harmless the Licensee from claims due to an act of the Licensor, but in no event shall the Licensor be liable for fees, costs, or damages to third parties, lost business income, indirect or consequential damages. Licensor's liability under this Section 11 shall be limited to the Total Due under this Agreement. The Licensee waives any right to subrogation as to the Licensor, if any.

x _____ Date: _____ x _____

Licensee:

Name:
Phone:
Address:
E-mail:

Licensor:

Alex Jones, Manager
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