



## OMG STUDIOS' RENTAL AGREEMENT

Renter agrees to thoroughly and completely review this Agreement to ensure Renter's complete understanding of this rental Agreement and all Renter's obligations under this Agreement. Property Owner, Studio and Renter agree as follows:

**1. DEFINITIONS.** Except as otherwise defined in this Contract, words as employed in this Contract shall have their normally accepted meanings. The terms "herein" and "hereof", unless otherwise specifically limited, shall have reference to the entire Contract (also sometimes called "Agreement" herein).

- i. "Studio Owner" is defined as OMG Media Solutions, P.O. Box 50274, Minneapolis, MN. 55405
- ii. "Studio" is defined as OMG Studios, owned by OMG Media Solutions, LLC doing business at 550 Vandalia St., Ste. 220, Saint Paul, MN. 55114
- iii. **BOOKING.** \_\_\_\_\_, hereinafter referred to as Renter, has requested use of specific Studio property, equipment and or services as described in detail on final page of this agreement. Studio will confirm a booking and grant a license ("License") to Renter for its access to and use of specific studio space and production facilities including the soundstage ("Stage") and any offstage production facilities reserved and paid for by Renter, or subject to additional charges, under the terms and conditions of this Agreement. Studio will not confirm a booking or grant a license to Renter unless Renter provides Studio with all of the prerequisites listed herein.

**2. MANDATORY PROVISIONS** below.

**3. MANDATORY PROVISIONS.** Renter agrees to complete all of the following actions which are mandatory in booking a stage and in the finalization of this agreement: 1) Renter shall review, sign and deliver the Stage Rental Agreement to Studio; 2) Renter shall provide 50% Payment Deposit to Studio; 3) Renter shall obtain commercial general liability insurance with the required coverage described in Section 10 - INSURANCE; 4) Renter shall provide a Certificate of Insurance as described in Section 12 - CERTIFICATE OF INSURANCE

**4. PAYMENT.** As consideration for use of the License granted in Section 1. **BOOKING** above, Renter agrees to pay the total amount due as entered on this agreement form. Renter shall provide payment in full for all reservations in US funds. Renter's booking will not be confirmed until 50% of payment is received and cleared. This agreement is not effective until payment has been received and cleared. The remaining 50% of payment is due at completion of the stage rental.

**5. ADDITIONAL CHARGES.** Renter acknowledges all additional charges that Renter shall be liable to pay Studio for Renter's additional use(s) of the production studio and its stages, facilities, locations, equipment, sets, props, and services. Renter agrees to pay said rates for any additional charges including, without limitation, overtime charges for stage usage exceeding agreed upon time period, rental charges for the use of additional equipment, service charges, labor charges, cleaning and waste removal charges, painting and repair charges, and any other charges determined by Studio as additional and payable immediately.

**6. LENGTH OF USE.** A full day stage rental permits Renter to schedule and use the rented studio facilities for an eight-hour period between the hours of 8:00am - 4:00pm or 6:00pm - 2:00am, Monday – Friday, unless otherwise agreed upon. Hourly overtime charges of \$250 per hour or fraction thereof will be imposed for scheduling and use of the premises before 8:00 AM and or after 2:00am, unless otherwise agreed upon. If a Renter is late, the end time will not be changed. A half day stage rental permits Renter to schedule and use the rented studio facilities for a four-hour period between the hours of 8:00am – 12noon and 2:00pm - 6:00PM, Monday through Friday, unless otherwise agreed upon. Renter must schedule start time in advance on the online reservation system at

<https://omgmediasolutions.com/reserve/>. If Renter is late, the end time will not be changed. If the four-hour time slot is exceeded, Renter will be required to pay the full day rental rate. There are no hourly rates.

**7. ACCESS.** Studio, its directors, servants, employees, and agents shall have access to all studio space, stages and offstage production areas provided that such persons are granted access only if actually working during the time of admission to the space. An OMG Studios' sound engineer will be assigned to all recording sessions to assist and support equipment operations.

**8. CANCELLATION POLICY.** Any cancellation of a confirmed booking must be submitted in writing. If a confirmed booking is cancelled by Renter with more than ten (10) days from the confirmed rental, a full refund will be granted. If a confirmed booking is cancelled by Renter with less than ten (10) days notice, but more than 48 hours notice, 40% of deposit will be refunded. In the event of a cancellation of a confirmed booking with less than 48 hours notice, Renter's deposit will not be refundable. If Studio must cancel a confirmed booking, Renter will receive a full refund.

**9. INDEMNITIES.** Renter shall indemnify, defend with counsel reasonably approved by Studio in its reasonable judgment and hold harmless its officers, directors, agents, and employees and owner's collectively, the "Indemnified Parties" and each an "Indemnified Party from and against any and all claims, fines, or penalties and any and all liability to any third party from loss, damage, or injury to persons or property (including without limitation attorneys' fees, judgments, and settlements) in any manner arising out of or incident to: (1) Renter's acts or omissions; (2) any breach by Renter of any provision of this Agreement; (3) Renter's noncompliance with any applicable federal, state, or local laws or regulations; and (4) the acts or omissions of Renter subcontractors, licensee's, agents, or invitees. The provisions of this subparagraph shall survive the termination of this Agreement.

**10. SAFETY, HEALTH, AND PROTECTION.** The Renter shall maintain and follow the Occupational Safety and Health Administration (OSHA) regulations pertaining to its production and is required to obtain all applicable permits, licenses, and or approvals. Fines may be imposed if Renter does not obtain such permits, licenses, and or approvals. The use of studio audiences, extra talent, animals, stunts, hazardous materials, spray painting equipment, automobiles, combustion engines, smoke machines, explosives, and or pyrotechnics is not allowed on the premises. Renter shall take all necessary precautions in the use of rented lift equipment to protect all persons and property from injury or damage. The lift equipment shall only be used by Renter's employees and its personnel qualified to use the equipment.

**11. INSURANCE.** Renter shall at all times during the term of this agreement, and any extension or continuation of this Stage Rental or Contract Agreement, at its sole cost and expense, obtain and maintain commercial general liability insurance including coverage for its employees, independent contractors, producers, agents, vendors and standard contractual liability coverage from an approved company authorized to do business in the State of California. The liability insurance shall name **OMG Media Solutions, OMG Studios** as an additional insured for the duration of the License against all of the various claims, liabilities and attorney's fees. Refer to Attachment A for limits. The insurance required under this Article shall be primary and non-contributory and shall be issued by companies with a "Best's" rating of not less than A and a financial size category of not less than Class VIII as rated in the most current available "Best's" Insurance Reports.

**12. CERTIFICATE OF INSURANCE.** Renter shall provide a certificate of insurance confirming the required coverage as specified in Attachment A. All certificates shall be signed by an authorized agent or representative of the insurance carrier. Renter shall name **OMG Media Solutions, OMG Studios** as an Additional Insured on all Certificates of Insurance for insurance policies that are required to be maintained pursuant to a Stage Rental or Contract Agreement. The Certificate Holder(s) shall be listed as:

OMG Media Solutions, LLC dba OMG Studios. 550 Vandalia Street, Ste. 220, Saint Paul, MN. 55114



13. CANCELLATION OF INSURANCE. The Renter and its insurance company shall provide written notice to Studio, no less than 30 days prior to the effective date of any cancellation or material change to any insurance maintained by you the Renter pursuant to the foregoing provisions. Lapse or cancellation of required insurance shall be deemed an immediate and automatic default of this agreement.

14. OMG STUDIOS DESIGN. The walls and rented areas must be kept clean and in good condition in any stage rental. OMG Studios must be returned to the original condition in which it was presented to Renter at the beginning of the rental term unless Studio provides a written statement describing a pre-existing condition that would excuse Renter of any applicable charges. Painting any portion of the walls or floors by Renter is prohibited. Drilling into any part of OMG Studios is absolutely prohibited. Renter shall provide proper instruction to anyone entering the stage to take every precaution to protect the wall, coves, and floors from damages and wear by not walking on any part of the corner and base coves and by keeping sets, materials, lift equipment, and all lighting and grip equipment away from the walls and corner and base coves. The use of adhesive tapes such as duct tape and gaffers tape is prohibited. Only 2) low tack tape such as 3M blue painters tape or similar tape approved by studio may be temporarily adhered to floor and wall(s). Repair, refinishing, and or painting charges may be imposed if at the end of rental term, the walls, coves, and or floors are discolored or soiled above normal wear, or if damage as determined by Studio management has occurred.

15. SCREEN CREDIT. Studio shall receive proper screen credit for any feature project unless otherwise agreed upon in writing. Credit should be listed as: "Filmed at OMG Studios, Saint Paul, MN". Credits may identify specific scene if additional studios were used during the filming.

16. CLEANING. Studio premises must be cleaned and returned to the original condition in which they were presented and entered by client at the beginning of rental term. Renter agrees to leave the premises clean of all trash and materials, remove all tape and residues, and sweep the floor clean at end of rental term. Extra cleaning, waste removal, and or storage charges may be imposed if Renter leaves trash, stains, residues, sets, set pieces, props, materials, equipment or other items in the Studio or on the property at the end of rental term. All trash must be removed from both the stage and off-stage production areas at the end of each day. Trash bags must be securely tied and then placed in the provided trash dumpster. Building materials, art department materials, and set construction materials require a separate dumpster, additional waste removal service, and applicable fees. Disposal of hazardous materials in Studio dumpsters is strictly prohibited and in violation of certain local, state, and federal laws.

17. RETURN. Upon the termination of this Agreement or expiration of the License and the rental term, Renter shall surrender and return all studio property, space, equipment, furniture, and accessories, to Studio free from damage and in the same condition and appearance as received at the beginning of the rental, allowing for ordinary wear and tear. Renter shall remove any goods or chattels brought or permitted by Renter on or about Studio property. Renter shall pay all claims by Studio and additional charges associated with such claims for any additional cleaning, trash and waste removal, damage repair, refinishing work, painting and any other services or work that must be performed to satisfy such claims that are not in accordance with the terms of this Agreement. Studio may perform or request such services and shall be reimbursed the actual cost of such repairs by Renter within fifteen (15) days of request for payment.

18. LOSS VALUATION. Unless otherwise agreed in writing, Renter shall be responsible to Studio for the replacement cost value or repair costs of Studio property, including rented goods, equipment, sets, materials or props (if such property or rented goods can be restored, by repair, to its pre-loss condition) whichever is less. Loss of use shall be determined by the actual loss sustained by Studio. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged equipment. If there is a reason to believe a theft has occurred, Renter shall file a police report.

19. ACCIDENT REPORTS. If any of the equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, Renter agrees to promptly notify Studio and Property Owner of the incident, and will file all necessary accident reports, including those required by law and those required applicable insurers. Renter, including its employees and agents will cooperate fully with Studio and all insurers providing insurance under this agreement in the investigation and defense of any claims. If any documents are served or delivered to Renter, its employees, or its agents in connection with any claim or lawsuit filed or threatened against Renter or any party named in this agreement, Renter shall promptly deliver such documents to Studio.

20. INDEPENDENT PARTIES. The parties hereto are acting as independent contractors and independent employers. Neither party shall encumber the other party with employment demands or restrictions. This Agreement is not intended to create, nor shall it be considered as creating, a joint venture or partnership.

21. GREATER FORCE. Neither party shall be liable to the other party for failure or delay to meet any obligation under the terms or conditions of this Agreement (other than failure or delay in the payment of money owed, due and payable hereunder) when such a claim is attributable to causes by greater force, clearly beyond that party's control and not a consequence of that party's fault or negligence, or when the reason for said claim could be avoided by the exercise of due care by that party. Any failure or delay caused by greater force or extraordinary circumstances including, without limitation, natural disasters or other Acts of God, governmental restrictions or actions, or by any other extraordinary circumstances such as war, riots, civil disorder, power failures, and/or damage or destruction of any Studio facilities, shall not be deemed a breach of this Agreement, provided that, as a condition of a claim for such excusable failure, the party that is unable to perform in accordance with this Agreement, shall promptly give the other party a written statement containing sufficient details of the cause relied upon and may be required to provide evidence that validates the claim. This clause (often referred to as "force majeure") is not intended to excuse either party of contractual obligations or failure to satisfy any term or condition of this Agreement for reasons within the control of the parties.

22. WAIVERS. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder shall not constitute a waiver of any such right, remedy, or privilege. No such waiver shall be effecting unless in writing, and then only in the specific instance for which given.

23. ASSIGNMENTS. Neither party shall assign this Agreement or any of the rights or obligation hereunder without prior written consent of the other party. No assignment by Renter shall release Renter of its obligation hereunder.

24. NOTICES. This Agreement constitutes the entire understanding between the parties and may not be modified or amended orally but only by an instrument in writing signed by both parties. Any notices, concerns, or approvals required or permitted hereunder shall be properly given if in writing whether delivered in person or forwarded by mail, postage prepaid, addressed to Renter, Studio, and Property Owner at the addresses provided in Section 29.COMPLETION (or such other addresses as designated in writing by either party).

25. ENFORCEABLE PARTS. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof. If any provision of this agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this agreement, and application of those provisions to other parties or circumstances, will remain valid and in effect.

26. DEFAULT & TERMINATION. Studio may revoke the License set forth in this Agreement at any time upon written notice. If notice in written form is not given, this agreement shall terminate 3 days after the date of the event provided all clean up and restoration work is completed. Termination of this agreement shall not constitute a waiver of any obligation under this agreement, including the Renter's obligation to make all final payments to Studio. At our option, we may, declare Renter in default on the occurrence of any of the following: A) failure by Renter to make payments or perform any of its obligations under this agreement; B) institution by or against Renter of any proceedings in bankruptcy or insolvency, or Renter's reorganization under any law, or the appointment of a receiver



or trustee for Renter's goods and chattels or any assignment by Renter for the benefit of creditors; C) expiration or cancellation of any insurance policy to be paid for by Renter as provided for under the terms of this agreement; or D) involuntary transfer of Renter's interest in this agreement by operation of law. If Renter is in default, the Studio will reserve the following rights: 1) to terminate the agreement and Renter's rights under the agreement; 2) to declare the balance of all unpaid rent and all other charges of any kind required of Renter under the agreement to be payable immediately, in which Studio will be entitled to the balance due together with interest at the rate of ten percent per annum, from the date of notification of default to the date of payment; 3) to enter and repossess the property without legal process free of all of Renter's rights to the property and release Studio and Property Owner of any claim for trespass or damage caused by reason of the entry, repossession, or removal. After such default, Renter agrees to reimburse Studio for all reasonable expenses of repossession and enforcement of its rights and remedies, together with interest at the rate of ten percent per annum from the date any such balance(s) is (are) due. Notwithstanding any other provisions of this agreement, if Studio or Property Owner place all or any part of a claim against Renter in the hands of an attorney for collection, the prevailing party will pay, in addition to other sums that may be awarded, the other party's reasonable attorney's fees and costs. Any and all remedies will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other remedy.

27. **ARBITRATION.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. If the parties are unable to resolve any controversy or claim, including any claim of misrepresentation, arising out of or related to this agreement or breach of this agreement, such controversy, claim, or dispute will be settled by arbitration in the State of California. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.

28. **PRIOR AGREEMENTS.** This agreement supersedes and replaces any other prior agreement(s), written or verbal, regarding the subject matter hereof.

29. **COMPLETION.** The parties have both read this entire agreement, agree to all its terms, and acknowledge a receipt of a complete copy of the Agreement signed by both parties. Each person signing below on behalf of Renter shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

In addition to the minimums listed below this Certificate must contain:

- **OMG Media Studios, LLC dba OMG Studios as Additional Insured under General and Automobile Liability**

OMG Media Solutions, LLC dba OMG Studios  
550 Vandalia St., Ste. 220, Saint Paul, MN 55114

- A 20-day Notice of Cancellation (minimum)
- Loss Payee under Equipment and TPPD
- Waiver of subrogation for all property brought on the premises

The following minimums must be maintained and shown on a certificate provided to OMG Media Solutions, LLC dba OMG Studios

For your convenience, the following may be supplied to your insurance provider.

<b>Commercial General Liability</b>	Occurrence Form Limits General Aggregate	\$2,000,000
	Products – Comp/Ops	\$1,000,000
	Pers & Advt Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Damage to Rented Premises (Each occurrence).	\$100,000
	Medical Expense (Any one person)	\$5,000
<b>Automobile Liability</b>	Combined Single Limit Owned Autos	\$1,000,000
	Hired Autos	
	Non-owned Autos	
<b>Third Party Property Damage</b>		\$1,000,000
<b>Workers Compensation</b>	All Statutory Coverage	\$1,000,000 each
	Employers Liability	



## ATTACHMENT A

(Rental Project Details form to be inserted here)