



## STUDIO RENTAL AGREEMENT

This STUDIO RENTAL AGREEMENT (“Agreement”) is made between OMG DIGITAL MEDIA SOLUTIONS L. L. C. dba OMG STUDIOS (“Owner”) and

\_\_\_\_\_ (“Renter”).

### DEFINITIONS

The following terms have the following meanings herein:

“Premises” refers to the studio rental space Renter is permitted to use as outlined in this Agreement, located at 550 Vandalia St., Ste. 220, St. Paul, MN 55114.

“Parties” collectively refers to Owner and Renter, in singular or plural usages, as required by context.

The Parties agree as follows:

#### 1. GENERAL RENTAL INFORMATION

Date of Event: \_\_\_\_\_

Time of Event: \_\_\_\_\_

Space: \_\_\_\_\_

Type of Event: \_\_\_\_\_

#### 2. RENTAL RATES AND FEES

Renter agrees to pay the following rates and fees in full by October 10, 2024:

Rental Fee: \_\_\_\_\_

Labor: \_\_\_\_\_ (includes event coordinator, security, cleaning fee, audio/video tech engineer)

Add-On Services: \_\_\_\_\_

Total: \_\_\_\_\_

#### 3. CERTIFICATE OF INSURANCE

Renter shall provide a valid Certificate of Insurance confirming the required coverage as specified in Attachment A.



#### 4. CANCELLATIONS

Cancellations made by Renter must be made in writing and delivered to the Owner at least thirty (30) calendar days prior to the date of the event. There are no refunds for any deposit. Renter is responsible for payment in full if notice of cancellation is provided within thirty (30) days of the event.

#### 5. TERM

This Agreement becomes effective upon the date of last signatory and expires upon expiration of the rental term as outlined in Paragraph 1. This Agreement may be terminated by either Party provided that the termination is written and delivered to the non-terminating Party in a timely manner. The Parties acknowledge that any termination which results in a substantial impairment or monetary loss to either Party permits the non-terminating Party to pursue legal remedies to recover any such loss.

#### 6. RETURN

Upon termination of this Agreement or expiration of the rental term, Renter shall surrender and return all studio property, space, equipment, furniture, and accessories to Owner free from damage and in the same condition and appearance as received, allowing for ordinary wear and tear. Renter shall remove any goods or chattels brought or permitted by Renter. Renter shall pay all claims by Owner and additional charges associated with such claims for any damage repair, refinishing work, painting, and any other services or work that must be performed to return the Premises to their original condition. Owner 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.

#### 7. ACCIDENT REPORTS

If any of the studio 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 Renter's use, maintenance, or possession, Renter agrees to promptly notify Owner of the incident, and will file all necessary accident reports, including those required by law and those required by applicable insurers. Renter, including its employees and agents will cooperate fully with Owner 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 Owner.

## 8. INDEMNITY/HOLD HARMLESS

Renter shall defend, indemnify, and hold harmless Owner, its officers, agents, and employees from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Renter's use of premises, or from the conduct of Renter's business, or from any activity, work or thing done, permitted or suffered by Renter in our about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of Owner.

## 9. FORCE MAJEURE

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 to Premises, 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 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.

## 10. INDEPENDENT PARTIES

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

## 11. ASSIGNMENT

The Parties are not permitted to assign or in any way transfer this Agreement to any third party without prior written agreement signed by the Party against whom enforcement is sought. Any improper assignment shall be deemed void and without effect and shall render this Agreement invalid.



## 12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the matters contemplated by this Agreement and supersedes all prior and/or contemporaneous written and/or oral agreements relating to such matters. This Agreement may not be modified except by written document signed by the Parties.

## 13. GOVERNING LAW

The construction, interpretation, and performance of this Agreement shall be governed by the laws of the state of Minnesota. This Agreement shall not be construed against the Party preparing it but shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not be interpreted against any one Party.

## 14. SEVERABILITY

Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

This Agreement is effective upon the date of last signatory.

OMG STUDIOS

BY:

\_\_\_\_\_  
BY:

\_\_\_\_\_  
MONIQUE LINDER, CEO



## ATTACHMENT A

For your convenience, Attachment A may be supplied to your insurance provider. This Agreement requires that Renter provide Owner with a valid Certificate of Insurance (“COI”) covering the rental term specified in this Agreement. The COI must list Owner as an Additional Insured as follows:

OMG Digital Media Solutions L. L. C.  
dba OMG Studios  
550 Vandalia St., Ste. 220  
St. Paul, MN 55114

The following minimum coverages must be maintained for the duration of the rental term and shown on the COI provided to Owner:

<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	\$1,000,000
	Non-owned Autos	\$1,000,000
<b>Third Party Property Damage</b>		\$1,000,000
<b>Worker’s Compensation</b>	All Statutory Coverage Employers Liability	\$1,000,000 each

In addition to the minimum coverages listed above, the COI must contain:

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

Insurer may contact Monique Linder with any questions: (612) 787-8705 or [monique@omgmediasolutions.com](mailto:monique@omgmediasolutions.com).