

## **Studio Rental Contract**

This Rental Agreement is entered into with the party whose signature is listed below (hereafter referred to in this agreement as either “You,” “Your,” or “Client”) and DreamWorld Studios, Inc. a corporation established under the laws of the State of Minnesota (hereinafter referred to in this agreement as “DreamWorld Studios”). Clients’ signature(s) below indicates the understanding and acceptance of all Terms and Conditions noted below.

**Rates and Usage:** Unless stated otherwise and absent Your Default, You agree to pay the following rates for usage of the premises at 6595Edenvale Blvd Ste. 150 in Eden Prairie, MN 55346 (the “Premises”) during the periods desired as outlined below. Such modified rates are calculated based upon immediate payment as described below.

**Studio rental rates may vary depending upon negotiated pricing as stated in the Estimate PROPOSAL that is accepted as an addendum to this contractual agreement.**

**\*Studio Rental Rate & Fees for Full Day Rental (10 hours total): \$600**

**½ Day Rate (5 hours) = \$300**

**1 Extra Studio Hour (Each) = \$60**

**Total Rental Fee:**

*\*Includes usage of fixed lighting in overhead light grid/truss – but no provided floor lighting or other shoot gear.*

**Payment Terms:** To make this agreement binding, You will be required to:

- 1) Submit to DreamWorld Studios a deposit in the amount of fifty percent (50%) of the total rental fees for the number of days booked (must be received no later than 2 days before the shoot date);
- 2) Provide DreamWorld Studios a signed copy of this Rental Agreement AND additional proposal if one exists;
- 3) Provide DreamWorld Studios proof of liability insurance naming DreamWorld Studios Studios, Inc. as ADDITIONALLY INSURED (details below and must be received no later than 48 hours before the shoot date);

The remaining balance is due and payable immediately on the Client’s last day of rental.

**Default and/or Non-Payment.** In the event of non-payment at the completion of this rental agreement, the Client acknowledges that Client will be charged a collection fee equal to ten percent (10%) of the total invoice amount immediately after Client vacates premises. Should payment remain delinquent after three (3) days, then You understand, agree, and acknowledge that You have defaulted under this Agreement and that You are then obligated to pay DreamWorld Studios any costs associated with further collection actions and potential legal fees.

You may also be charged additional fees to be determined by DreamWorld Studios should You: 1) violate any material provision, limitation, or term of this Agreement; 2) Use the Premises for any other purpose beside for the specific purposes You state below; 3) fail to follow the reasonable directions, instruction, or orders of the DreamWorld Studios representative and / or manager in connection with Your use of the Premises; 4) and / or sublet the Premises to anyone else.

**Amenities.** *PER NEGOTIATED*, DreamWorld Studios will provide the following:

- A Manager or DWS staff member (either on site or available via cell phone) to advise You and Your team each day during rental duration;
- Over 600 sq. ft. of available shoot area including a two-wall green screen (or white if painted), hard cyclorama and/or green screen two-wall.
- One (1) rollup doors for access;
- Two (2) multipurpose rooms for production offices, hair, makeup, wardrobe, green room, talent holding, client lounge, etc.;
- Courtesy electricity usage (80 amps available: 40 of which are controlled with dimmer and two specified 20amp dedicated circuits;
- Two (2) restrooms for crew, cast, talent, general public
- Kitchenette;
- On-site parking;
- Trash bin dumpster;
- Air conditioning units in the studio.

**Terms of Occupancy and use:**

***There is no grace period unless otherwise stated in PROPOSAL***

- Minimum studio rental is based on either a ½ day or full day rate that will begin at the time stated in this agreement and will be charged as such.
- **Additional Time.** Usage after agreed upon time/hours will be billed at a rate of \$60 per hour.

**Maintenance and Condition of Premises.** Client agrees to restore the Premises to the same condition when the Client began using the Premises. This shall include but not be limited to ensuring that the Cycloramas are painted back to their original colors of chroma green (or white if specifically called out).

Client will leave studio broom clean, free of trash, and otherwise “as received” on final day.

All tape must be removed from floor. Strike must be completed in time allotted. DreamWorld Studios reserves the right to employ such personnel, vehicles and/or equipment as reasonable necessary to complete any unfinished strike and or cleaning and Renter agrees to pay the reasonable cost thereof, as set forth on all invoices presented by DreamWorld Studios for such. Client is responsible for all damage repairs to and/or replacement of any portion of the studio, two (2) wall cyclorama, restrooms, office areas, Grip and Lighting equipment, and ladders and scaffolding, to the extent such repair(s) and/or replacement is/are attributable to damage(s) caused by client. This includes the cyclorama walls and damage to the cyclorama floors from excessive discoloration, water or other substances. Client agrees to pay one thousand dollars (\$1,000) per cyclorama immediately if the cyclorama is to be repainted to any other color and not returned to green screen (or white if specifically called) out while using the Premises.

**Insurance, Liability, and Indemnification.** Client must provide proof of liability insurance naming DreamWorld Studios Studios, Inc. as ADDITIONALLY INSURED for \$1,000,000.00 and LOSS PAYEE at no less than \$100,000.00 at the time of booking usage of the premises and no later than 48 hours prior to occupying the studio. Client shall also secure and maintain Workmen’s Compensation Insurance covering all personnel in Client’s employ or supplied by others. Such proof of insurance shall demonstrate adequate coverage of the property, including without limitation filmed sequences and any and all costs incurred in the production of such sequences, arising directly or indirectly from, or attributable to, the renting or use of any equipment or space owned and/or operated by DreamWorld Studios. In addition to its coverage for filmed sequences, client shall secure and maintain adequate coverage for its equipment, and property, including but not limited to, computers, cellular phones, video and audio recording and playback equipment, TVs and monitors, kits, tools, wardrobe, props, set dressings, and product.

Client agrees that all equipment and property brought to and/or stored at DreamWorld Studios is the sole responsibility of the owner and/or Client who shall hold DreamWorld Studios harmless in the event of any damage to or loss thereof

during the rental of the premises. You and Your insurance company shall provide DreamWorld Studios with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions. Insurance coverage shall commence when the rental term begins and shall remain in full force and effect until the stage service term ends and Client completely vacates the premises. Client agrees to defend, indemnify, and hold DreamWorld Studios harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses, and compensation whatsoever including court costs and reasonable outside attorneys' fees "Claims," in any way arising from, or in connection with renting the space operated by DreamWorld Studios and the studio equipment used; as well as, any and all vehicles on DreamWorld Studios property. Client acknowledges that DreamWorld Studios is NOT a "soundstage" with absolute soundproofing capabilities. Client will not hold DreamWorld Studios liable for any such loss of production due to noise distractions or interference while recording sound/audio during production.

**Stage Manager.** A DreamWorld Studios representative and/or manager will be present or available via phone for the duration of the contractual agreement and will provide assistance to the Client exclusively to facilitate the usage of the Premises as described in this Agreement. The studio manager will be available for assistance with all studio amenities discussed in this contract. The studio manager is not available to assist You with anything else.

**Cancellation Policy.** You understand that if You do not provide DreamWorld Studios with advance notice of at least forty eight (48) hours of Your interest in canceling, Your non-usage of the Premises will cause loss and damage to DreamWorld Studios. Accordingly, You may cancel Your expected usage or booking of the Premises up to forty-eight (48) hours prior to the date of usage ("Cancellation Time Limit"). However, should You fail to notify DreamWorld Studios's office and receive a written confirmation from DreamWorld Studios before the Cancellation Time Limit expires, then You agree to forfeit Your deposit and any other fees You have paid. You also agree and understand that DreamWorld Studios may cancel this Agreement at any time upon not less than 48 hours prior written notice. If DreamWorld Studios does cancel this Agreement, then DreamWorld Studios shall refund all fees received to reserve the Premises. DreamWorld Studios also reserves the right NOT to extend usage of the Premises (excluding overtime usage) at any time for any reason whatsoever.

#### **Additional Provisions**

- A. This agreement constitutes the full and entire agreement of the parties and nothing contained in any prior or contemporaneous letters, correspondence, or other communication between the parties hereto contrary to or inconsistent with the terms of this agreement shall have any effect upon the rights or liabilities of the parties.
- B. Any controversy or claim, including any claim of misrepresentation, arising out of or related to this agreement or breach of this agreement, which cannot be resolved by the parties or in Small Claims Court will be settled by arbitration, in the state of Minnesota. The prevailing party in any such litigation shall be entitled to an award of reasonable attorneys' fees and costs in addition to any other relief granted.
- C. No modification of this agreement shall be effective or binding unless in writing and executed by both parties.
- D. No failure to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof. No waiver or consent hereunder shall be applicable to any events, acts, or circumstances except those specifically covered thereby.
- E. Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as maybe reasonably necessary to give effect to the purpose of this agreement and the parties' agreements hereunder.
- F. The headings in this Agreement are for the purpose of organization only and are not intended to inform, alter, or control the terms of this Agreement.
- G. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
- H. In the event of any litigation between the parties, including an action for declaratory relief, the prevailing party shall be entitled to recover its costs in such proceedings, including reasonable attorneys' fees, in

addition to any other relief to which that party may be entitled.

I. This agreement shall be covered by and construed in accordance with the laws of the State of Minnesota.

J. This agreement is intended to effect the mutual desires of the parties. Each party acknowledges that it has had an opportunity to review carefully all of the terms and conditions of this agreement. This agreement shall not be construed in favor of or against either party.

K. Client agrees that the rental agreement represented by the Contract in no way entitles the Client to any interest in real property nor does the Client by signing this Contract have the right to act for or on behalf of DreamWorld Studios in any agreement, contract, sub-rent, purchase, or anything which shall be binding on DreamWorld Studios.

L. Client shall hold DreamWorld Studios, its officers, directors, agents, and/or their heirs or assigns, forever harmless by reason of any acts of Client which are not expressly permitted or which are forbidden by this Contract.

M. While renting, Client shall, at Client's sole cost and expense, fully, diligently and in a timely manner, comply with and abide by all laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, and the requirements of any applicable fire insurance underwriter, general insurance underwriter or rating bureau, DreamWorld Studios, the property owners, City of Eden Prairie, and State of Minnesota regarding fire prevention, use and removal of hazardous wastes, use of electricity, and parking of vehicles, and Client shall hold DreamWorld Studios harmless with respect to any claims arising as a result of or in connection with any violations thereof.

N. DreamWorld Studios will also not assume responsibility for any damage or delay caused by failure of any utility (and not attributable to the negligence of willful misconduct of DreamWorld Studios, its subcontractors, agents, or any other person under the control of DreamWorld Studios, including but not limited to electric power, gas, water, and/or telephone whether service interruption occurs on public or private property; acts of God and or Nature; riot or civil disobedience; or any other factor not directly related to DreamWorld Studios, its equipment, and facilities. DreamWorld Studios will not be held responsible for any vehicle or its contents whether in use or parked on public or private property.

O. DreamWorld Studios, its officers, and employees shall have full access to all areas owned and or operated by DreamWorld Studios at all times; provided, however, that neither DreamWorld Studios nor its officers or employees shall do anything that interferes with Client's use of the Premises, except as shall be necessary to prevent damage to the Premises or to the property and equipment of DreamWorld Studios, or injury to any persons working on the premises.

DreamWorld Studios reserves the right to deny access to any or all areas owned and or operated by DreamWorld Studios, to any party for any reasonable cause or reason.



6595 Edenvale Blvd. Suite #155 – Eden Prairie, MN 55346 Ph. 952-224-0188  
www.dreamwordstudios.com

**TO BOOK STUDIO PLEASE HAVE THE FOLLOWING AVAILABLE:**

- SIGNED PROPOSAL (if in existence)
- SIGNED RENTAL AGREEMENT
- INSURANCE CERTIFICATE

The undersigned individual represents that he or she has reviewed the entire Rental Agreement, agrees to be bound by all of its terms, obligations, provisions, and costs, AND is authorized to execute this agreement on behalf of the Client:

**Client/Name of Company (Legal Name):**\_\_\_\_\_

**Purpose and specific use of DreamWorld Studios property:**\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Rental Fee Total as stated on PROPOSAL:**\_\_\_\_\_

**Authorized Representative Name and Title:**\_\_\_\_\_

**Job Name/Number:**\_\_\_\_\_

**Purchase Order:**\_\_\_\_\_

**Start Date and Time: End Date and Time:**\_\_\_\_\_

By signing this Contract, I, the Authorized Representative for the Client named herein, acknowledge that I have read all pages of this Contract and agree to comply with and bind Client to same.

**Authorized Client Representative (Please Print Full Name):**\_\_\_\_\_

**Signature of Authorized Client Representative:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**DreamWorld Studios, Inc.**

**Management Representative:**\_\_\_\_\_

**Signature of DWS Management Representative:**\_\_\_\_\_

**Date:**\_\_\_\_\_