

Mitosis Productions & Events (Mitosis LLC.) Rental Agreement Overview

The full contract is included in the following pages which must be signed and returned prior to any rental:

- Full payment is required before the start of any rental.
- All rentals require a credit card held on file provided by the Renter.
- Rentals over five (5) days require a Certificate of Insurance provided by the Renter.
- Renter's requested date will not be held until the Mitosis receives all necessary paperwork & a minimum deposit of 50% is made.
- All payments are final.
- Overtime, cleaning & damage fees apply at the discretion of the Company.
- A \$250 cleaning fee will occur if the rented space is not returned in the same state the studio was provided or unless otherwise noted.
- There is an \$500 fee to paint the cyclorama, includes supplies & labor.
- Additional dedicated parking spaces may be included for \$5 per day, per spot.
- The Rental Period includes set-up and break-down.
- All items/props/set pieces brought to the premises by the Renter are to be removed by the Renter.
- Disposal of large amounts of garbage may accrue additional removal costs, at the discretion of the Company.
- The Company is not responsible for any lost and/or damaged equipment brought and/or left by the Renters.
- Rental prices are subject to change at any time.



AGREEMENT made as of _____ between _____ with an address at _____ (hereinafter referred to as the "Renter") and Mitosis LLC. (the "Company") in respect to the rental of Mitosis Productions & Events Studio (the "Studio") with an address at 118 N Jefferson St, Suite B, Dayton, OH 45402 to take place on _____.

Upon execution of this document you are engaging to rent the Studio known as Mitosis Productions & Events Studio and having its location at 118 N Jefferson St, Suite B, Dayton, OH 45402 (the "Space"), managed by Mitosis LLC (the "Company"). By signing below, the renting party, states that you have read, understand, and fully agree to be bound by the terms and conditions of this agreement.

1. Payment and Fees:

Renter will provide full payment for all reservations of studio space in US funds. Renter's date will not be held until adequate credit card information is filed, the Rental Agreement is signed and returned, and the appropriate Certificate of Insurance, when required, has been furnished listing Mitosis LLC as additionally insured. Payment for rental must be received before Renter's reserved time begins. The Company reserves the right to refuse reservations at its sole discretion.

All payments are final. Should a cancellation occur, any fees incurred by the Company in preparation for the rental (e.g. painting, cleaning services, hiring security, etc.) will be transferred to the Renter who will be obligated to cover the expense or expenses. If the Company must cancel Renter's reservation, Renter will receive a full refund, however will not receive any compensation, damages, or other reimbursement for costs incurred directly or indirectly related to the cancellation.

If for any reason an outstanding balance remains unpaid after 30 days of the date listed on an active invoice a late fee of 10% will be charged to the Renter. Every 30 days past overdue will accrue an additional 10% late payment fee.

The Schedule of Fees is as follows:

1. A \$250 cleaning fee will occur if the rented space is not returned in the same state the studio was provided or unless otherwise noted. There is an \$500 painting fee to paint the cyclorama in any manner; this fee covers the cost of labor and materials.
2. A minimum \$500 painting fee will be assessed for terminate damage to the floor or walls in the Studio and/or designated staging area outside of the cyclorama.
3. In the case of damage to any furniture or equipment the Renter will be charged FULL REPLACEMENT VALUE of the object having been damaged in addition to any shipping or other associated fees.
4. Overtime fees will be charged at no less than \$150 per hour.

All fee totals and amounts are to be determined at the sole discretion of the Company.

2. Length of Use:

Hourly rental periods are reserved in 240 minute intervals. Studio clean-up and break down must be completed by the end of the rental period. The rental time begins promptly at the designated starting time and ends promptly at the designated ending time. Rental periods are pre-arranged at the time of booking. Time includes set up and break-down.

No prior drop-off and/or pick-up after completion of rental, of equipment, props, etc. unless negotiated at time of rental contract. Additional fees may apply. Early or extended hours must be worked out and paid for in advance before the rental period begins.

Overtime fees will be assessed at the discretion of the the Company in 30-minute intervals beyond the contracted end-time of the rental period when Renter is either still using or cleaning up the studio space or remains on premises for any other reason. Overtime fees will be assessed should the Renter occupy the premises for longer than the duration agreed upon at the time of booking. In no event will additional charges be less than the hourly rate agreed upon for the contracted rental period.

3. Terms of Use:

Use of The Space and any included equipment is AT RENTER'S OWN RISK. Renter agrees to indemnify and hold the Company along with their successors, assigns, employees, owners, investors, managers, and affiliates harmless from any damages that may result from any harm or other damage which occurred in The Space. Renter agrees to leave the studio and adjacent grounds in the same condition as they were when Renter arrived. Renters are solely responsible for any damages or costs, whether legal, reputational, physical, criminal or in tort, resulting in the destruction of any property or damage to The Space itself which occur as a result of the Renter engaging in the use of or occur at The Space during the rental period. Renter specifically indemnifies the Company and all successors and assigns from any harm or damages which occur during the event, be they in our studio or elsewhere. This includes parking tickets, all other violation or citations, and legal action resulting from the conduct of the shoot/event, taken at whatever time. Renter agrees to hold harmless the Company, its owners, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Renter's self or anyone who accompanies Renter while on our premises. Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying Renter while on our premises. Renters are solely responsible for the safety and well-being of any models Renter engages.

Renter understands that if the Company observes dangerous, or negligent practices or activities being engaged in, the Company reserves the right to stop the shoot/event and require Renter and Renter's party to leave immediately — HOWEVER, Company assumes NO RESPONSIBILITY to act in such cases. Renter agrees to hold The Company, its agents, representatives, and anyone acting on behalf of Company completely harmless from any action, legal or otherwise, that results from Renter's conduct.

Renters are solely responsible for verifying that all models employed during Renter's rental period are of legal age for the activities they are to be engaged in. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going. Renter agrees that Company reserves the right to require a Company representative to be present in the studio at all times Renters are using it.

The Company will assume no liability for any equipment brought in or left by the Renter. By signing this document Renter agrees and understands that the Company will not be responsible for any equipment which is lost, damaged, or disposed of.

The Renter agrees to notify The Company of any use of exotic animals, hazardous substances, and/or any other potentially dangerous materials prior to the shoot/event and of any requirements associated with such use.

Renter agrees to leave the Premises, equipment and all contents and fixtures in the same condition as they were when Renter arrived. Renter must bag, collect, and remove all trash created during the Rental prior to the end of the rental period. Failure to do so will result in an additional fee of no less than \$50. Disposal of large amounts of garbage may also accrue additional costs. All items brought to the Premises by Renter are to be removed by Renter. Items left after the Rental Period will be assumed abandoned and may be discarded or kept by the Company for Company use, with no compensation due the Renter.

Particularly damaging beverages and liquids such as red wine are strictly prohibited from being consumed or placed in the Studio unless explicitly noted otherwise. Smoking in any form is also prohibited throughout the premises.

If the Project executed during the Rental Period has public credits of any form, the studio shall be credited with "Filmed (and/or) Shot at Mitosis Productions Studio" In addition if a Special Thanks section exists in association with the Project the studio shall be thanked as "Mitosis Productions".

Past 10pm sound levels may be restricted and the Renter agrees to comply with any and all requests by the Company in this regard.

4. Equipment & Furniture:

Renter hereby agrees to rent any necessary equipment for their Rental through the Company's in- house, parent, subsidiary, or in any other ways affiliated Rental Houses. Renters are solely responsible for any damages or costs whether legal, reputational, physical, criminal or in tort, resulting in the destruction or damage of any equipment or other property provided by the Space or by Renter during the rental period. The Company is not liable for force majeure or other acts out of its control that affect the shoot/event, such as power outages, weather, or emergencies. In such cases, Company may but is not required to refund some or all of Renter's payment; this decision is made at the Company's sole discretion.

If you wish to use any Studio furniture in your shoot you MUST obtain clear approval for each object with the Studio Manager or any of it's appointed representatives. Failure to do so will result in additional fees. Furniture is never to be used as equipment storage or for the building of objects, props, set, or other potentially damaging uses.

Any damaged or missing objects sustained during the Rental, deemed beyond normal wear, at the discretion of the Studio, will result in a charge for the FULL replacement cost of the object.

5. Insurance:

For all rentals, the Renter will provide evidence of Commercial General Liability Insurance with limits of \$1,000,000 per occurrence / \$2,000,000 policy aggregate covering bodily injury and property damage liability arising out of Renters use of the studio. If liquor is served, \$1,000,000 liquor liability insurance will be required. Mitosis LLC. must be named as additionally insured under the policy.

6. Use of Media:

The Company has the right to use any and all pictures and media captured within the Studio for use in promotional media including but not limited to: social media (facebook, instagram, twitter, etc.), printed material and company website. The Company will observe any reasonable request to withhold sharing of such media should it be considered confidential and/or private until a particular date.

7. Arbitration:

If the parties are unable to resolve any controversy or claim arising under this Agreement, they agree to submit the dispute or claim to binding arbitration subject to the commercial arbitration rules of the American Arbitration Association. This arbitration will take place in Dayton, Ohio. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of arbitrators of the American Arbitration Association, that they will faithfully observe this agreement and the Rules, and that they will abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$200.

8. Miscellany:

Please note that the Studio houses the Company's production team, Mitosis LLC., their offices, and editing suites; therefore the Company, including all affiliates and clients, reserve the right to, from time to time, enter and walk through the main shooting and staging area, all within reason and consideration of any on-going production activities.

The Studio is adequately sound proofed, however we can make no guarantees as the quality of audio captured in the Studio. By signing this agreement Renter agrees that if there is an audio component to their Project, they have surveyed the Studio and deemed it to provide appropriate conditions for their needs, including or not including audio recordings, video, or other multi-media productions.

It is the sole responsibility of the Renter to assess the state of the facility prior to Rental. If the Renter or any individual assigned rights by the Renter, such as a producer, director or any other affiliated party, does not walk through the Studio for a proper assessment prior to Rental, he or she waives all rights to claim damages of any kind.

Please note that prolonged opening of the front doors will result in temperature changes to the Studio, particularly exaggerated in the Summer and Winter months; in this circumstance the Studio cannot guarantee that the said change in temperatures or climate of the Studio will not interfere with the Rental production, schedule, related activities, or general suitability of the Studio.

This Agreement incorporates the entire understanding and agreement between the Renter and the Company. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The Parties have read this entire Agreement, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement signed by and completed by the Renter. Each person signing as Renter below shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

9. Severability:

Parties agree that if any provision of this Agreement is held to be unenforceable, then the provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law or would eliminate its intent. If a provision is found to be unenforceable and cannot be modified in a way that preserves the intention of the parties at the point of execution of the agreement, that provision will be disregarded. Parties further agree that if any provision is disregarded or determined to be unenforceable, then this agreement and the remaining provisions of this agreement will remain in effect and enforceable as written.

10. Headings:

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

11. Governing Law:

The laws of the state of Ohio shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights.

11. Waiver of Jury Trial:

Parties irrevocably waive to the extent permitted by law all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

By signing below, or self-certifying that you agree with this Agreement by selecting the electronic box on checkout of booking, Renter acknowledges that they have seen and accept the condition of the Space, agree to its rental, and agrees to be bound by the terms of this Agreement:

Name and Title of Renter (Please Print)

Signature

_____/_____/_____
Date