



# SFMT Studio Rental Agreement

## Studio Rental Agreement

Between San Francisco Mime Troupe, Inc. ("Lessor")

and

\_\_\_\_\_ ("Lessee")

**Effective Dates:** \_\_\_\_\_

This Studio Rental Agreement ("Agreement") outlines the terms and conditions under which the Lessee is permitted to use the Lessor's facilities at 855 Treat Ave, San Francisco, CA 94110 ("Premises").

## 1. Use of Space

- The "Premises" include the **main studio space on the 1st floor and limited access to the Parking Lot.**
  - **Second floor:**
    - Off limits.
  - **Parking:**
    - One vehicle may park behind the gate (two if space allows). Do not park behind the gate if it is raining due to the gate not working properly in the rain.
    - Lessor assumes no responsibility for parking citations or vehicle damages. Lessee should review and comply with all posted city parking signage.

## 2. Rental Payment and Deposits

Lessee agrees to pay rent according to the schedule outlined below.

- A **\$250 Building Deposit** is due at the time of booking. It will be refunded within one week of rental completion, provided all conditions are met.
- Cancellations made **less than two weeks prior** to the rental start date may result in partial or full forfeiture of the building deposit.
- If the Lessee exceeds agreed rental hours, excess time will be billed at the hourly rate and deducted from the deposit.
- **Key deposit:** A \$25 deposit is due for any keys loaned out. This deposit will be returned within one week of the key return.

### **3. Indemnification and Liability**

Lessee agrees to:

- Hold Lessor harmless against any and all claims for injury, death, property damage, or other loss arising from Lessee's use or negligence during occupancy.
- Indemnify Lessor and its agents from claims arising out of Lessee's activities, except in cases of Lessor's gross negligence or willful misconduct.
- Exercise reasonable care to avoid damage to the Premises and promptly report any incidents.
- All participants must sign a **Release of Liability Form** (attached below) prior to the first day of rehearsal.

### **4. Lessor's Authority and Representations**

Lessor represents that it has the right and authority to enter into this Agreement and grant usage rights to the Lessee. Lessor agrees to indemnify Lessee against any claims arising from a breach of this warranty.

### **5. Damage Claims and Resolution**

- Lessor must submit to Lessee a **written damages claim** within **72 hours** after Lessee vacates the Premises.
- Lessee may inspect the claimed damages. If Lessee accepts liability, they may either repair damages or reimburse Lessor for replacement value within a reasonable time.

### **6. Insurance Requirements**

Lessee must provide the following coverage:

- **General Liability Insurance:** Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

- **Additional Insured:** Certificate of Insurance (COI) naming San Francisco Mime Troupe, Inc. as an additional insured. Please also list our address 855 Treat Ave, San Francisco CA 94110.
- The policy must state that coverage is **primary and non-contributory**.
- Insurance must cover **all scheduled use dates**. COI must be submitted **at least 72 hours before arrival**.
- **Workers' Compensation Insurance:** Lessee must maintain their own workers compensation insurance if Lessee employs others.

## 7. Termination

**Immediate Termination:** Either party may terminate this Agreement upon written notice if the other party:

- Materially breaches the Agreement and fails to remedy within 7 days; or
- Engages in unsafe, negligent, or unlawful conduct posing a risk to persons or property.

**Force Majeure:** Either party may terminate without liability if performance becomes impossible due to circumstances beyond their control (e.g., natural disasters, government action, civil unrest, act of terrorism, or pandemics). Any unearned deposits shall be refunded.

**Upon Termination:** Lessee must vacate and restore the Premises to original condition (normal wear and tear excepted). Lessee remains responsible for unpaid fees or damages.

## 8. Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of California. Both parties consent to exclusive jurisdiction in San Francisco County courts and waive the right to a jury trial.

## 9. Entire Agreement

This Agreement represents the entire understanding between both parties and supersedes all prior discussions or communications. Modifications must be made in writing and signed by both parties. Electronic signatures are deemed originals.

## 10. Studio Rules

- **WiFi** is available.
- Lessee must leave the Premises in **the same condition as found**, aside from reasonable wear and tear.
- **Open flames, alterations, drilling, or painting** are strictly prohibited. Any proposed alterations must receive prior written approval from the Lessor.
- **Access / Studio / Bathroom Space:**

- It is not the Troupe's responsibility to let Lessees in and out. Lessees should call in to their group or buzz to be let in by other members in your group.
- Please leave the studio as clean as found at the end of each day and upon checking out. (ie chair can be left on the risers or married and placed along the black wall, please sweep, bathroom light cleaning and bins emptied).
- Fridge, you may plug in and use the fridge in the space. There is no microwave.
- You may bring a coffee pot and kettle.
- Do not wash dishes in the bathroom sink, pipes cannot handle food scraps. You can rinse cups.
- There is chilled tap water available in the studio.
- Hold the toilet handles down for 3 seconds when flushing.
- Empty trash/recycling/compost bins from studio and bathroom each night. Use the outdoor compost bin.
- No smoking, vaping or open flames of any kind in the building. Smoke away from the building.
- Smoking is prohibited inside. Smokers, put out your butt and then toss it in the city trash bin outside.
- Multi day Lessees may store rehearsal items neatly within the rehearsal space. Multi-day Lessees may store items on the designated white bookshelf or neatly within the rehearsal area.
- Please ask how to use the HVac and heating system and keep doors closed when running heat.
- Please note, occasionally an SFMT member may need to quietly cross the space to get from A to B.
- Security, locking up after studio usage:
  - Lock all exterior doors after hours and ensure windows are closed.
  - Make sure the double glass doors leading to the parking lot are actually latched closed. Otherwise, the space will not be properly locked.
  - If the HVac/heater was used, make sure the thermostat is both OFF and set to the lowest setting.
  - If the sound system was used please make sure the main power stripe is turned off.
  - If opened, close all studio and bathroom windows.
  - Make sure window curtains are open and pulled all the way into the corner.
  - Turn off the bathroom lights.
  - Turn off all fluorescent lights.
  - Check to make sure the green exterior door is bolted.

## 11. Rental Schedule, Fees, & Pay Schedule

### Dates:

### Fees and Pay Schedule:

**Total Hours:**

**Rental Rate:**

**Total Fee:**

**\$250 Deposit Due Date:**

**Rental Fee Due Date:** First day of rental period

## **Signatures**

The parties hereto acknowledge and agree that the foregoing constitutes the full and complete understanding between them with respect to the subject matter hereof.

**Lessor:**

San Francisco Mime Troupe, Inc.

SFMT Representative Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Lessee:**

Company Name: \_\_\_\_\_

Company Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

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