

COMMON(S) STUDIO

“CMS STUDIO”

EVENT RENTAL AGREEMENT

This rental Agreement (“Agreement”) is entered into by and between _____ (“Tenant”) and **Common(s) Church** (“Owner”) (collectively referred to as the “Parties”). In consideration of the mutual Agreements and subject to the terms and conditions of this Agreement, the Owner leases to Tenant the premises located at **710 13th Street Unit 201 San Diego, California 92101** (“CMS STUDIO”).

SPECIFIC TERMS

Term of Use (“Term”):	
Event Name (“Event”):	
Event Description # Of Attendees:	
Payment Terms (“Payment”):	The Tenant shall pay a 10% deposit with the submission of this contract and the remaining \$# will be collected 48 hours before the Event date.
User Contact Information:	
Event Time and Load In/Out:	

GENERAL TERMS

1. ADDITIONAL CHARGES. The Tenant shall pay to the Owner on demand sums due the Owner on account of special facilities, equipment, and material, or extra services furnished by the Owner at the request of the Tenant, or necessitated by the Tenant's occupancy under this Agreement, the compensation of which is not included in the Payment(s) specified above. The services or facilities to be paid for as extras include, but are not limited to, labor required for the Tenant's use of facilities such as stagehands, supervisors, public address operators, ushers, ticket takers, guards, and service charges (if used) for special equipment required in setting up, operating and striking of the event.
2. DEPOSIT. In order to ensure the payment to the Owner of any debts that may accrue beyond the Deposit, the Tenant shall deliver to the Owner of CMS Studio a certified check in the amount specified in the Specific Terms above as the Deposit or may also pay by credit/debit card. The Deposit shall be considered earned by the Owner upon the Owner's receipt and shall **not be refundable**. If the Tenant fails to pay any debts in accordance with the terms of this Agreement, then the Owner may apply the proceeds of the Deposit in settlement of those debts, unless the Owner requires additional payment at the Owner's sole discretion.
3. DAMAGE AUTHORIZATION. Tenant agrees, and will complete the attached Credit Card Authorization Form to facilitate (attached hereto as EXHIBIT A and incorporated herein by this reference), to pay for any damage caused by Tenant, or Tenant's guests and agents, to the CMS Studio by debiting the credit card provided in the attached form. In the event that CMS Studio is damaged during the Term, for the Event, or by Tenant, Tenant's Guests, and/or Tenant's agents and the Deposit described herein is inadequate to repair or cover the costs of the damage, Tenant's **credit card will be charged for said repairs or damages.**

4. TENANT CANCELLATION. In the event that the Tenant must cancel the Event, and therefore use the CMS Studio, the Tenant must submit a notice of cancellation, in writing, at least **14** days before the Event. Should written notice of cancellation be received less than fourteen (14) days prior to the beginning of the Term or if the Tenant does not occupy CMS Studio during the agreed-upon Term, the Tenant will nevertheless **pay the full contracted amount.**

5. LIMITED USE. Tenant agrees that its use and occupancy of CMS Studio are limited to the Event and Term described above and any other use is strictly prohibited.
 - a. SMOKING. Tenant agrees to pay Owner **two times (2X)** the sum of the Payments listed above if Tenant or any of Tenant's guests or invitees smoke tobacco, marijuana, and/or vape pens within CMS Studio.

 - b. BROADCASTING. This agreement does not include the use of broadcasting or television facilities or the use of the premises for these activities, **arrangements for which must be made with the Owner.**

 - c. ILLEGAL USES. The Tenant agrees **not** to use CMS Studio for any activity or conduct that is illegal under California or Federal law.

6. OWNER OBLIGATIONS. The Owner agrees to furnish, at **no extra charge** to the Tenant, the following services as required for use of the facility: general house lighting, general stage lighting, chairs, tables and air conditioning.

7. ADDITIONAL EQUIPMENT. The Owner agrees to furnish, at **extra charge** to the Tenant, the following services as required for use of the facility: any sound/audio equipment, video equipment, camera equipment, and digital screens. Therefore requiring CMS Studio to provide a video & sound engineer at extra cost of \$50/hour.

8. TENANT OBLIGATIONS. The Tenant expressly agrees to use the premises in a safe manner and shall comply with all applicable municipal, state, and federal laws and rules and regulations pertaining to the Event and CMS Studio, and all other rules and regulations prescribed by the fire and police departments and other governmental authorities that are in effect during the Term.

The Tenant shall **not use any part of the premises for the possession, storage, or sale of liquor** (except with the permission of the Owner and according to law), or for any unlawful purpose or in any manner so as to injure persons or property on or near the premises. Tenant shall not allow or do any activity during the Term that will injure any part of CMS Studio.

- a. If at any time, in the sole discretion of the Owner, the use of CMS Studio by the Tenant is **illegal, obscene, or immoral**, the Tenant shall either cease the objectionable use or **surrender CMS Studio immediately** upon the demand of the Owner. The Tenant releases the Owner and its officers, agents, employees, staff and representatives from any loss or damage occasioned by said cancellation.
- b. The Tenant acknowledges and agrees to **turn off the air conditioning unit** at the end of each evening during the Term and/or Event.
- c. **All trash, garbage, and items belonging** to the Tenant must be **removed** from CMS Studio **by the Tenant** prior to the conclusion of the Term set forth above. **Cleaning supplies and "Task List" will be provided** to wipe used surfaces, vacuum, and spot sweep/mop used areas. **Furniture** shall be repositioned to its original state. Failure to do so, the Tenant will be charged an additional **cleaning fee of \$250**.
- d. Tenant acknowledges and agrees that amplified music must be **reduced by 10:00 PM**, and the **Event must end by 11:59 PM** on any given night during the Term.

- e. Tenant agrees to pay promptly all taxes, excise, or license fees applicable to Tenant's use of CMS Studio and to take out all permits and licenses, municipal, state, or federal, required for the use permitted in this Agreement, and further agrees to furnish the Owner, upon request, satisfactory evidence showing the prompt payment of all taxes and fees referred to above, and showing that all required permits and licenses are in effect., including insurance, as described below.

- 9. THIRD-PARTY ASSISTANCE. The Tenant agrees that if it becomes necessary or desirable for the Tenant to hire help, other than specified in this Agreement, such hiring is subject to the Owner's pre-approval in writing.

- 9. SHIPPED ARTICLES. In the receipt or handling of property of any kind shipped or otherwise delivered to CMS Studio, either prior to, during by Tenant, the Owner and its officers, agents, staff and employees shall act solely for the accommodation of the Tenant and neither the Owner nor its officers, agents, staff or employees shall be liable for any loss or damage to such property.

- 10. INDEMNIFICATION. Tenant expressly agrees to and shall indemnify the Owner from all costs arising out of any liability for injury or damages to persons or property sustained by reason of the operation, use, or occupation of CMS Studio, whether authorized or not, or by any act or omission of Tenant or any of its officers, agents, employees, guests, patrons, or invitees. The **Tenant shall pay for any damage, loss, or theft** of the property, caused by these persons.
 - a. DAMAGES. Owner shall inspect CMS Studio after the Term or Event and shall notify Tenant of any damages discovered within seven (7) days after Tenant vacates the premises. **Tenant shall be financially responsible for any cost due to repairs and/or damages** to Common(s) Church and Common(s) Creative deemed to have occurred during the Term or Event and Tenant expressly agrees to make prompt

payment to Owner for such repairs to CMS Studio. Failure to do so, Owner will charge the credit card listed in this agreement.

- b. LEGAL CLAIMS. Tenant agrees to protect, defend, indemnify, and hold the Owner free and harmless from any injuries and any claims, action, suit, proceeding, causer of action, loss, damage liability, cost, or expense (including attorney fees) that may arise during the Term and/or during Tenant's use of CMS Studio, or by Tenant's employees, invitees, vendors, contractors or associates, or any other person whatsoever occurring on, in or about, or in connection with CMS Studio while the space is occupied or being used by Tenant, except to the extent such injury, loss, damage, liability, cost or expense results from the willful misconduct or gross negligence of the Owner. This Agreement is entered into on express condition that the Owner shall not be liable for or suffer loss by reason of injury to persons or property from whatever cause which in any way may be connected with the use, condition, or occupancy of this space by the Tenant, except as stated herein. The Owner shall give Tenant prompt written notice of any claim, action, or proceeding, which could give rise to a right of indemnification under this Agreement. The Owner shall also be entitled to engage, at the Tenant's expense, independent counsel to advise it with respect to any claim, action, or proceeding which gives rise to a right of indemnification under this Agreement. Notwithstanding such notice, the Owner shall be entitled, at its sole discretion, whether to defend or settle such claim, action, or proceeding. Indemnification shall be made by the Tenant within ten (**10**) days after receipt from the Owner of notice describing the nature of the claim made and the amount of any loss, liability, damage, cost, or expense. All such costs and expenses, which are not paid when due shall, until paid, bear interest from such date at the rate of twelve percent (12%) per annum.

11. NAMED INSURED. If any vendors or subcontractors, including but not limited to caterers, event planners, and rental companies, are involved in the Tenant's use of CMS Studio, the **Tenant must submit such vendor's certificates of insurance. All certificates must name the following parties as additionally insured: Commons Church San Diego.** Certified copies of the policy or a certificate evidencing its existence or a binder shall be delivered to the Owner upon the execution of this Agreement. If a binder is delivered, it shall be replaced within **10 days** by a certified copy of the policy. Each copy or certificate shall contain a valid provision that the policy may not be canceled, terminated, or changed without giving 10-days' written notice to the Owner.
12. HOLDOVER. If any portion of CMS Studio is not vacated at the end of the Term of this Agreement, then the Owner is authorized to remove from CMS Studio, at the expense of the Tenant, all property occupying CMS Studio beyond the Term described herein. The Owner shall not be liable for any damage to or loss of property sustained during its removal or storage and is released from any claims for loss or damage. Upon termination of this rental Agreement, the Tenant will deliver the premises in as good condition as they were at the beginning of the term of this Agreement, except for ordinary wear and tear.
13. TENANT PROPERTY. The Owner assumes no responsibility for any property placed in CMS Studio during the Term and is released from any liability for any loss, injury, or damages to person or property that are sustained by the occupancy of CMS Studio under this Agreement. All watchmen or other protective services desired by the Tenant must be arranged for by special Agreement with the Owner.
14. TIME OF THE ESSENCE. Time is of the essence as to all Payment(s) and time of tenancy, and any extra time desired by Tenant must first be approved in writing by the Owner and must be paid for in accordance with the schedule of fees as decided by the Owner for extra time. If extra time is not approved, all payments will be increased by 5% per week until the payment is

completed.

15. RESERVATION OF OWNER RIGHTS. The Owner reserves the right to control and manage CMS Studio and enforce all necessary and proper rules for its management and operation and for its authorized representatives to enter the leased premises at any time and on any occasion. The Owner also reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable person(s) from the premises and the Tenant waives any claims for damages against the Owner or any of its officers, agents, staff or employees resulting from the exercise of this authority.
16. WAIVER. The Tenant waives any claims for loss or damage due to any defect of the water supply system, drainage system, heating system, steam system, electrical system, ventilation system, air conditioning system or refrigeration system leading to or within CMS Studio.
17. FORCE MAJEURE. If any part of CMS Studio is damaged by fire or for any other reason, including strikes, failure of utilities, or any act of God which, in the judgment of the Owner, renders the fulfillment of this rental Agreement by the Owner impossible, the Tenant releases the Owner and its agents from any actions arising from any of these causes.
18. **CMS STUDIO RULES.** The rules and regulations of CMS Studio are incorporated by reference as a part of this Agreement, and Tenant acknowledges receipt of a copy of the rules and regulations. Tenant represents that it has reviewed and agrees to the rules and regulations contemplated herein.
19. BINDING EFFECT. This rental Agreement is binding on and ensures to the benefit of the parties, their heirs, executors, administrators, personal representatives, successors and assigns.
20. ATTORNEY'S FEES. If either party named herein brings an action to enforce the terms of this Agreement or declare rights hereunder,

the prevailing party in any such action, trial, or appeal thereon, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court in the same or separate suit, and whether or not such action is pursued to decisions or judgment. Then the attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees as reasonably incurred in good faith.

21. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California. The appropriate courts of San Diego shall settle any disputes arising hereunder and be the exclusive and sole venue for any such disputes arising from this Agreement. [SIGNATURE PAGE IMMEDIATELY FOLLOWS]

THE FOREGOING REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND THE PARTIES AGREE THAT THIS AGREEMENT WILL NOT BE MODIFIED BY ANY VERBAL OR IMPLIED REPRESENTATIONS, BUT RATHER ONLY BY ANOTHER WRITING SIGNED BY BOTH PARTIES.

COMMON(S) CHURCH + COMMON(S) CREATIVE

SIGNATURE _____

PRINTED NAME _____

TITLE _____

DATE _____

TENANT

SIGNATURE _____

PRINTED NAME _____

TITLE _____

DATE _____

EXHIBIT A

CREDIT CARD AUTHORIZATION FORM

(Please Print All Information-Will Be Shredded After Completion of Agreement)

Name of Event: _____

Credit Card Number: _____

Expiration Date: _____ CVV / Security: _____

Name of Cardholder: _____

Zip Code of Card: _____

TENANT WILL BE RESPONSIBLE FOR DAMAGES TO **CMS STUDIO** AND BY COMPLETING AND SIGNING THIS FORM, THE UNDERSIGNED UNDERSTANDS AND EXPRESSLY AGREES THAT THEY WILL BE CHARGED IN THE EVENT OF DAMAGE TO THE **CMS STUDIO** AND/OR INJURY TO PERSONS IN OR ABOUT THE **CMS STUDIO** DURING THE TERM AND/OR THE EVENT.

Signature _____

Printed Name _____

Date _____