

ROCKSTORIA Studios

1. Acceptance of Terms

Rock What You Got Inc is a Minnesota Corporation operating as Rock What You Got™ and Rockstoria Studios (“**Rockstoria**” or “**We**”). Rockstoria may provide services (“**Services**”) to You (“**Customer**”) that include studio rental, equipment rental, production services, entertainment, support staff and other ancillary services or rental options. By ordering, reserving and using any of our Services, You agree to the **Terms of Use**, as defined in this agreement, and any additional Terms that may be provided to you upon reservation or use of our services. We reserve the right to update the Terms of Use at any time and will attempt to notify you of any updates as soon as reasonably possible or may be needed from time to time.

2. Description of Services.

- a. **Studio Rental.** Rockstoria’s physical location is available for rent and consists of various defined spaces that may include a Cyclorama Studio, Flex Studio, Kitchen Studio, Office and Lounge Space, among others. Each space has specific inclusions and pricing. Spaces can be rented separately or combined to increase access and flexibility. You and your guests, employees, contractors and vendors are required to stay in the spaces rented and to not encroach on other renters or spaces not included in rental agreement. Some spaces have been identified as “shared” and may be accessed and utilized during your rental if they are available. If Your rental includes an event with guests, you may be required to rent the entire space to ensure access as a private event.
- b. **Equipment Rental.** Each studio rental includes a package of items associated with that studio. These items may include set lighting, basic grip package, access to props, backdrops, furniture and other items. Access to any specific item(s) is not guaranteed. You are responsible for confirming specific requirements at the time of reservation. Additional specialty items may be available for rent including lighting, camera equipment, stands, microphones, mixers, speakers and sound equipment through us or through one of our partners.
- c. **Production Team.** Rockstoria has access to a qualified team of production specialists, filmmakers, switchers, sound technicians, Production Assistants and other staff. You may hire our team to provide support for your film project. Employees and contractors of Rockstoria are not employees of your organization or you. We provide our employees and contractors with a competitive compensation and they are covered under our General Liability Insurance and Workman’s Compensation Insurance. You may not directly hire them at any time outside this agreement without compensating us.

3. Use of Services.

You acknowledge that you, your employees or affiliated members, customers, guests, agents, representatives and contractors are using the Services of your own free will and own risk and that Rockstoria has no liability with respect to your access, participation in, use of resources, loss of information or loss of personal property. All Services are provided “As Is” and are not considered a lease of real property, nor are a guarantee that said Services will be always available, or in the exact iteration at any given time.

- a. **Insurance.** IT IS HIGHLY RECOMMENDED THAT YOU CARRY GENERAL LIABILITY AND WORKMAN’S COMPENSATION INSURANCE. While you are not required to carry this insurance, be advised that we may ask you to provide proof of insurance at our discretion should your use be over multiple days, multiple studios, of a complex or highly involved nature, use or consumption of alcohol, or if you have multiple vendors or contractors onsite during your rental period. You agree that all contractors, vendors

or other affiliates are your responsibility and covered under your insurance or have suitable insurance of their own including liability and workman's compensation. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement, copyright, trademark or other instrument or obligation to which you are a party.

- b. Availability.** Studio rental is available during our normal business hours Monday – Friday, except on holidays and designated dates that may be posted from time to time. After hours or weekends may be available upon special request and additional fee, but Rockstoria reserves the right to use our discretion to determine availability and may close our location or any of our spaces at any time without notice.

 - i.** For multiple consecutive day rentals, you may leave any items in your rented spaces, but you agree that Rockstoria is not responsible under any circumstances for any missing or damaged items. All sensitive and expensive equipment should be removed each evening.
 - ii.** Painting. You may request that any wall, including our cyclorama wall, be painted to accommodate your special request. You will be charged for materials and labor for the original painting and to return it to its original color. We reserve the right to deny any request based on timing and availability of materials and labor.
 - c. Damage.** You must return your rented spaces to us in the same condition they were provide to you at the time you took possession. All materials, props, equipment, furnishings, sets, garbage/recycling or other ancillary items must be returned to their respective locations, if rented or borrowed, or removed from the space upon termination. You are responsible for all damage that occurs while you and any of your crew are in our spaces. You will be charged for all materials at cost and labor.
 - d. Controlled or Illegal Substances/Weapons/Fireworks or other potentially dangerous props.** Rockstoria does not permit renters to bring in any illegal substance or fireworks into our space under any circumstances. All other items listed in this section title are also prohibited except under special permission as follows:

 - i. Alcohol.** You may not bring alcohol into the space for any reason except with special permission. If permission is provided, you may not sell alcohol unless you've hired a licensed St. Paul caterer. You may also be required to provide insurance and a sign an additional waiver asserting that you understand the alcohol policies and responsibilities.
 - ii. Weapons or other potentially dangerous props.** Weapons designed for use as props in filmmaking may be allowed under special permission and with appropriate insurance. You are responsible for any and all accidents or other issues that may occur because of your use of these items.
- 4. Rules of Engagement.** You recognize that Rockstoria includes shared spaces and that you are part of a community. As such, you agree to review the current version of our Rules of Engagement and Standards each time you make a reservation and acknowledge that you and your employees, contractors, vendors or guests will not use Rockstoria or our equipment to conduct any illegal, unethical or damaging activity, including, but not limited to:
- a.** Harass, threaten, defame, abuse or otherwise violate the legal rights of others;
 - b.** Use, stream, upload, or make available any files, images, photographs, videos, software or any other material protected by intellectual property laws including items protected by copyright, trademark, patents, trade secret or other property rights of any party unless you own those rights or have received permission to use them from the rightful owner;
 - c.** Upload any files that contain viruses, spyware, corrupted files, Trojan horses or any other programs that may damage Rockstoria's systems, servers and routers nor any other person's or entities' computers;

- d. Download or film any material of an explicit nature (porn) or hack into or otherwise corrupt servers or social media sites of others or significantly large files that bog down the routers and servers;
 - e. Mislead or misrepresent yourself or your services or use services in connection with use of the spaces;
 - f. Restrict or inhibit any other user from using and enjoying the services.
 - g. Treat everyone including renters, employees and guests, their personal property, including the property confined within the workspace with respect and consideration. You may be charged for any damage caused by you, your employees and guests.
 - h. To keep all information you read, overhear and learn while in the space confidential. Confidential information may include, but is not limited to, trade secrets, business ideas, customer data, marketing plans, contracts, financial information, employees, software, sales, operations and business know-how. You also agree that you will not use any confidential information for your own personal gain nor disclose it to others who might gain from it or use it to harm the owner or others.
 - i. Not disparage Rockstoria our employees, agents, officers, subsidiaries or services nor any other member of Rockstoria.
5. **Capacity Limits and Events.** Each space has listed capacity limits covered under your rental agreement. If your project requires additional people, you may be required to pay an additional fee or rent additional spaces to accommodate your crew.
6. **Payments & Deposits**
- a. **Rental.** Your rental term begins promptly on the date and time specified in your reservation, or if reservation is altered, for all times you, your employees, guests, contractors or vendors are in the space on your behalf. Your reservation is not secured until you have paid your deposit or paid for your entire rental in full. Full payment is due **5 Business Days** before your rental term begins. You authorize us to debit (ACH) your bank account or charge your credit card within this timeframe. If you require alternate payment terms (invoice, check, P.O.), you must coordinate with Rockstoria Management at the time of your rental to make those arrangements. Deposits will be applied to your final rental fee. Credit card fees will be charged to you directly.
 - b. **Additional Charges.** If your rental includes additional time, equipment, or other services that were not reflected on your invoice at the time of payment, those charges will added to your rental invoice and payment is due prior to checkout. You authorize us to debit your account on file for these charges.
 - c. **Deposit.** To reserve your studio, you may be required to make a deposit of 25% of the total rental estimate at the time of reservation.
7. **Cancellations and Refunds.**
- a. **Rental.** You understand that when you make your reservation you are removing the spaces out of inventory, and they are no longer available to other renters. We recognize that there may be times when you need to move or cancel your reservation and will accommodate those requests as follows:
 - i. Cancellations made **5 business days** or less of confirmed rental date will be charged the full rental rate.
 - ii. Deposits are non-refundable but may be applied to a future rental for up to 1 year if cancellation is received before 5 business days.
 - b. **Termination by Rockstoria.** We reserve the right to change, alter, or terminate any Service at any time for any reason; however, we will make every effort to notify you as soon as possible of any such change that may impact your rental. If Rockstoria cancels for any reason not listed under (c) below, we will at our sole discretion, either reschedule you, provide alternative options or provide a full or partial refund.

Important Note: Rockstoria does not tolerate harassment of any kind. If you, your organization, contractors, vendors or other affiliated persons are subject to accusations of violence, sexual assault, racism, sexism, or other such accusations that may cause harm to the reputation of Rockstoria or our employees or affiliates, membership and reservations will be terminated immediately, and no refunds will be provided.

c. **Force Majeure.** If reason for termination or cancellation by Rockstoria is a result of situations beyond our control, including, but not limited to any act or regulation of any public authority or bureau, civil tumult or riots, strike or labor dispute, epidemic, interruption in or delay in transportation services, war conditions, terrorism, insurrection, weather events, lack of building services (i.e. electrical), building evacuation or other emergencies, it is understood and agreed that there shall be no claim for damages by either party and obligations under the agreement will be waived. We will make every attempt to provide opportunities to reschedule or provide alternatives, but any lack of accommodation is not guaranteed.

8. **Non-Competition/Non-Solicitation.** You agree that you and your organization will not directly or indirectly solicit or hire any of our employees or contractors for projects or employment without first obtaining permission from Rockstoria management.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of Minnesota and represent the entire understanding between the parties. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement. Both parties agree to use reasonable effort to resolve any disagreements prior to seeking legal remedy.

10. **Permission to Photograph and Record.** The parties agree that Rockstoria may take photographs, make audio and video recordings and livestream or use those in the promotion and publicity of your use of the space. Individual requests to remove or restrict use of any recordings and photographs may be sent in writing to Rockstoria management and we will make every effort to respect your request.

11. **Indemnification.** You release, and hereby agree to indemnify, defend and hold harmless, Rockstoria and our owners, subsidiaries, members, vendors, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in and use of the Services. You further agree that you shall be liable for any attorney's fees and costs incurred by Rockstoria or our respective officers and agents in connection with the defense of any such claim.

12. **Agreement.** This Agreement cannot be assigned or transferred without the written consent of both parties. The parties acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract by electronic signature.

I agree to the terms of this agreement

Signature

Date

Name