

## PAYMENTS & DEPOSITS

You may book up to 5 days in advance. In order to confirm and hold a reservation, full payment must be paid at the time of booking. PLEASE NOTE WE DO NOT REQUIRE A DAMAGE DEPOSIT TO RENTERS, HOWEVER SIGNING THIS AGREEMENT MEANS THAT YOU AUTHORIZE 3 ELEMENT DESIGNS, TO CHARGE YOUR CARD FOR ANY DAMAGES, CLEANING FEE, OR Overage CHARGES WITHOUT ADDITIONAL CONSENT.

## CANCELLATIONS

There are no refunds for cancellations made 24 hours or less prior to the appointment, however, if you wish to reschedule, 48 hours notice is required. Renter is granted one reschedule. Company is not liable for acts out of its control that affect the shoot, such as building equipment failures, power outages, weather, acts of God or emergencies. Company reserves the right to cancel a booking for any reason, refund any payments/deposits, and assume no further liability. No shows will be charged full booking fee no exceptions. SIGNING THIS AGREEMENT MEANS THAT YOU AUTHORIZE 3 ELEMENT DESIGNS STUDIO TO CHARGE YOUR CARD ON FILE.

## STUDIO RULES

Violation of Studio Rules will result in a \$150 minimum charge and immediate termination of rental with no refund.

DO NOT DRAG/SLIDE FURNITURE. ALL FURNITURE MUST BE LIFTED.  
SOFAS, WALL HANGINGS AND FRIDGE AREA SET UP ARE NOT TO BE MOVED.

- Representative signing this contract must be present for the entire duration of rental
- No smoking, candles or vaping whatsoever is allowed in the building or within 20ft of any entrance.
- Our studio is not designed for events that require food. However, we will allow light refreshments only. Example: small veggie tray, pretzels, water, etc. No food that contains sauces like salsas, dips etc., no wine, colored beverages like fruit juices or colas or anything that can stain or damage the furniture or other soft goods in the studio. Charges will incur should any damages be found upon inspection after renting.
- Absolutely no food and drink on/around furniture.
- No illegal drugs or activity is allowed.
- Children must be supervised at all times!
- No pets allowed.
- ABSOLUTELY NO GLITTER. THIS INCLUDES HOLIDAY DECORATIONS. IF GLITTER IS USED, A \$150 CLEANING FEE WILL BE INVOICED.
- 3 Element Designs Studio has various lighting conditions and situations depending on time of day/year/weather. No refund will be issued with customer dissatisfaction of lighting due to weather or unfamiliarity of lighting schedule. Please bring necessary additional lighting.

- If Renter or Party stays more than 5 minutes past their scheduled rental time, this will be considered overtime and will be billed accordingly.
- If Renter does not leave the space as it was upon arrival, an additional cleaning fee of \$150 will be invoiced.
- Please have guests clean their shoes extremely well before entering the studio. We recommend bringing a change of clean shoes when entering the space. No muddy/dirty/snowy shoes or boots permitted. Please change them at the door to a clean pair.

#### COVID-19 POLICY

If you or your party is sick, has contracted Covid-19 or has been in contact with someone who has Covid-19 we ask that you do not enter the studio space. Please reschedule your appointment.

Please be respectful of others that may want to utilize the space and do not bring others with you who may be sick.

#### LENGTH OF USE

Rental periods are pre-arranged at the time of booking. Renter's may not enter the studio prior to rental time. You must be packed up and exited by the designated ending time. The rental time includes set up and break-down. Studio must be cleaned and vacated by the end of the rental period. Please schedule time accordingly. No prior drop-off and/or pick-up after completion of shoot, of equipment, props, etc. unless negotiated at time of rental contract. Additional fees may apply. Early hours must be worked out and paid for in advance before rental period begins. Hours may be extended the day of rental only with permission granted by Stacey Shelby. Should the Renter be late in vacating the premises you will be charged accordingly.

#### CLEANING & TRASH

Renter agrees to leave the premises and all contents and fixtures in the same condition and location as they were when Renter arrived. Please be sure to wipe down tables, remove all trash and return all furniture to its original location, etc. Renter will dispose of trash collected in the supplied trash cans. There is a dumpster at the West end of the building. All items brought to the premises by Renter are to be removed by Renter. Items left after 7 days will be assumed abandoned and may be discarded or kept by the Company for Company use, with no compensation due to the renter, at the discretion of the Company. If Renter does not return premises to the order and cleanliness found when Renter arrived, Company will charge at minimum a \$150 cleaning fee. If any damage is found in the unit, including but not limited to: floors, walls, windows, furniture, equipment, or theft, and the damage value exceeds the value of the security deposit, renter agrees to pay all damages and will receive an invoice to be paid within 5 business days.

#### WAIVER OF LIABILITY

Use of Company's premises and equipment is at Renter's risk. Renter hereby agrees that Company will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to Renter, their party or possessions while on the premises. Renter holds harmless and indemnifies Company and its owners, agents, representatives, associates, officers, employees, guests and tenants against any suit, claim, loss, accident, judgment, fine, injury or damages, including reasonable attorney fees. This indemnification shall continue in full force and effect during and after the term of the rental for such causes arising during the term of the rental. Stacey Shelby and 3 Element Designs are not responsible for any theft, injury, or other incidents of Renter or their party during the rental. If Renter or anyone in their party damages anything on premises whether structural, furniture, rental equipment, etc. the Renter is responsible to pay for all damages within 5 days.

## CONDUCT

For the safety of the unit and the office park, there are cameras in the studio space as well as throughout the office park. These cameras are used only for risk management, to monitor the number of people in the community and studio, to ensure renters leave on time, and for the security of the community and space. Your privacy is of the utmost importance to us. Footage will never be shared, posted, or made public. Do not tamper with the cameras or WIFI equipment.

This is a shared studio and we maintain a professional environment. Renter shall be solely responsible for the conduct and welfare of all persons accompanying Renter while on Company's premises. Renter agrees that a Company representative may, at Company's sole discretion, be present at all times. If the representative observes or otherwise becomes aware of disruptive, dangerous, pornographic, illegal or negligent practices or activities, the representative reserves the right to stop the shoot and may require Renter and Renter's party to leave immediately. In such case no refund will be given for unused time. However, Company and its representatives assume no responsibility to act in such cases.

## AGE OF MODELS

All underage clients/models/photographers must be accompanied by their legal guardian. Renter is solely responsible for verifying that all photographic subjects are of legal age. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to demand proof of parental consent if models or photographic subjects are under the age of 18 and to end those activities if Company becomes aware that legal age violations are occurring. Company is not liable in the case of an invalid ID or any other form of age verification.

## INSURANCE

Businesses, Corporations, Production Companies, Photographers and other legal entities may be required, prior to rental, to present a certificate of general liability insurance naming 921 Robinwood Ave (Suite F), Columbus Ohio as additionally insured on the dates of the rental. If so required, Renter's liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall be Commercial General Liability with a minimum of \$1,000,000 per occurrence & annual aggregate. By signing this agreement, renter states that they carry general business liability insurance and that renter will be able to provide proper documentation if requested.

#### EQUIPMENT & FURNITURE

Company agrees to provide equipment in good working order, but makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes. Renter shall notify Company immediately of any malfunction, damage or other issues with the equipment or any furniture. There is no studio phone line. Renter is advised to bring a cell phone. Complimentary WIFI is provided by the studio, however, connectivity is not guaranteed.

#### DAMAGE

Renter shall be solely responsible for any damage to Company's property or equipment that occurs during the time Renter or his party occupies the Premises. Renter agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition. Renter agrees to pay for damage to the premises including but not limited to spills, excessive wear, marks or stains on furniture, damage to floors, damage fixtures or painted surfaces. Damage charges must be paid within 10 business days. RENTER AUTHORIZES THE COMPANY TO CHARGE CARD ON FILE FOR ALL DAMAGES.

#### 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 Columbus, 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. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$400.

#### MISCELLANEOUS

Renter shall comply in all respects with all federal, state, county, city, or other local laws, regulations and ordinances and all rules and regulations of any governmental authority, in connection with this agreement. This agreement incorporates the entire understanding and agreement between Company and Renter. 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 laws of the State of Ohio shall govern this agreement. The following signatures constitute a legal and binding Agreement between Renter and Company.

#### RENTER'S PARTY

The Renter is responsible for educating their party of all rules and expectations stated in this agreement. Renter agrees to treat this space with care and respect.