

DARMA ARTS & COMMUNICATIONS, LLC.

THE STUDIO RENTAL AGREEMENT

I agree to the terms and conditions established by DARMA Arts & Communications, LLC. (“DARMA”) for the studio rental located at The Preserve Office Park, 25420 Kuykendahl Road, suite D600, The Woodlands, TX, 77375.

RENTAL FEE

50% of the rental fee to be paid when this agreement is signed and the balance to be paid 5 days prior to the event. The 50% deposit is non-refundable. Payment to be made by check, cash or credit card. Should the “Lessee’s” check be returned, then a fee of \$25.00 will be charged and “Lessee” agrees to pay these funds within 24 hours of being notified by cash or certified funds. Invoices remaining unpaid after 30 days of the invoice date may incur an interest charge of the lesser of 18% or the highest amount allowed by law.

“Lessee” agrees that the signing person will be the coordinator and the person responsible for the session held in The Studio.

TAX/SERVICE CHARGE

Prices are subject to applicable 8.25% City/State Tax.

CANCELLATIONS

All cancellations are to be received in writing. The Client will be responsible for paying the amount indicated by the chart below:

More than 61 calendar days prior to event date	Total deposit - non re-fundable
31 - 60 calendar days prior to event date	50% of estimated total invoice due
16 - 30 calendar days prior to event date	75% of estimated total invoice due
Less than 15 calendar days prior to event date	100% of estimated total invoice due

Date changes will be considered cancellations if no other date is available and are subject to the above guidelines. Availability is not guaranteed for any date change needs.

FORCE MAJEURE CLAUSE

The performance of this contract is subject to acts of God, war, government regulations or advisory, disaster, fire, earthquakes, tornadoes, hurricane, strike, civil disorder,

government intervention, legal or contractual issues making holding the event unlawful or in violation of existing contracts, threats of terrorism either in the location of the meeting or along travel routes, curtailment of transportation facilities preventing or unreasonably delaying at least 75% of attendees from attending, or similar cause beyond the control of either party making it inadvisable, illegal or impossible to hold the event or provide the facility.

DARMA may terminate or suspend its obligations under this Contract if such obligations are delayed, prevented or rendered impractical by any of the above events to the extent such events are beyond the reasonable control of the party whose responsible performance is prevented or rendered impractical. In the unlikely event that any of these unforeseen circumstances should occur forcing your space unavailable on the contracted dates, DARMA will assist in making alternative arrangements.

RENTAL CONFIGURATION

The space leased will be set up as specified, which is one of the following:

Studio facility: “Lessee” will bring its own equipment and props.

Classroom: Includes tables, table covers and/or chairs. Capacity of the classroom is up to 12 people with tables and chairs and 18 people only with chairs.

The Studio rental in any configuration includes a projector and audio visual system. If the “Lessee” wishes to bring additional equipment or props they may do so at their expense and with approval from “DARMA”.

Setup and break-down must begin and be completed within the scheduled rental period. “Lessee” can arrive up to 15 minutes before the rental time established. If additional time is needed and the schedule allows it, “Lessee” will pay in increments at a cost of \$30 per every 15 minutes.

“Lessee” to leave the space in the same condition that they found it.

“Lessee” agrees that if the event includes the use of music or any high-decibel sounds that the noise level is maintained low enough so as not to interfere with other events going on or with neighbors.

LIMITATIONS

There will be NO-SMOKING in any of the spaces leased.

No firearms or live ammunition is accepted in The Studio.

No alcoholic beverages or non-prescription or illegal drugs.

No one will be admitted who is drunk or under the influence of illegal substances.

“DARMA” will not accept photography or video sessions that involve ‘adult-themed’ projects, or any photo or video that is pornographic, involves nudity or graphic violence or contains material derogatory of any race, nationality, ethnic identity, gender or sexual orientation; perform in any sexually explicit performance, or use of models for any pornographic or sexually suggestive publication. Individuals in attendance of boudoir/glamour/artistic nude sessions must be 18 years of age or older. There are NO exceptions to this policy.

We reserve the right to terminate any session at any time without refund.

FOOD AND DRINKS

Pantry room is available for “Lessee”. Should the “Lessee” request coffee, “DARMA” will provide it at no extra cost, including disposable coffee cups, creamer and sweetener. “Lessee” may supply outside food and drink for the event with approval from “DARMA”. No alcoholic beverages are allowed.

MEETING SPACE LIABILITY

You agree to refrain from using tape, nails, push pins or other damaging fasteners to hang signs or other materials on walls. Additionally, you agree to refrain from using glitter, confetti and food inside the studio. We will provide supplies for items you wish to display. You are liable for damage and soiling you or your attendees cause to the premises and its contents, and repairs to such damage or replacement will be charged to you at actual cost.

PARKING

The Studio is located at The Preserve Office Park, 25420 Kuykendahl Road, suite D600, The Woodlands, TX, 77375. Free parking is available. Please note that attendees will park at their own risk. DARMA is not responsible for any damage or loss of property.

HOLD HARMLESS AGREEMENT

To the extent of its fault or strict liability you, as our client, and DARMA each will release, indemnify, defend, protect, and hold each other, their affiliates, and their respective officers, directors or employees, harmless from losses, costs (including reasonable attorney fees and court and arbitration costs), expenses, claims, demands, liabilities and causes of action of every type and character arising out of the Agreement for personal injury, illness or death or loss of or damage to property.

Neither you, as our client or DARMA will be liable to the other or its affiliates in any action or claim for any special, incidental, exemplary, economic, indirect, or consequential damages of any nature whatsoever, arising from any cause, or claimed under any theory of law, including but not limited to business interruption, loss of profit, loss of product, loss of use or delays, even if advised of the possibility of such damages.

INDEMNIFICATION

To the extent of the law, "DARMA" shall not be liable of any physical damages or injuries to persons related to any accident or misuse (occurrence) of the above described premises while being leased by above "Lessee". "Lessee" agrees to indemnify, defend and hold Owner and its officers, directors, employees, or assigns, harmless for any claims for physical damages or injuries to persons which arise in connection with any such occurrence, even if such occurrences arise from active or passive negligence of the Owner, its officers, directors, employees, or assigns. Said indemnification shall include indemnity from and costs or fees which Owner may incur in defending said claim. DARMA is not responsible for any equipment, personal goods, or other items left in the facility.