

## **FACILITY USE AGREEMENT**

This Facility Utilization Agreement ("Agreement") is hereby established and entered into by and between Studio 702 Photo Studio & Event Space, a limited liability company organized under the laws of the State of Missouri ("Studio 702"), and the entity or individual identified as the "Client" in the Client's Booking Confirmation Email (the "Booking" or the "Booking Date"), for the purpose of utilizing Studio 702's facility located at 702 S. Ohio Ave, Sedalia, Missouri, 65301 (the "Facility"), along with the associated services, as outlined herein. Studio 702 and the Client shall collectively be referred to as the "Parties" or individually as a "Party" for the purposes of this Agreement.

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **License Grant**

Studio 702 hereby grants to the Client a limited and revocable license to utilize a designated portion or portions of the Facility as specified in the Client's Booking Confirmation Email, subject to the terms and conditions herein. For the purposes of this Agreement, the term "Facility" shall encompass the designated portion or portions of the Facility available for the Client's use during the Booking.

### **Authorized Use**

The Client is permitted to use the Facility solely for the purpose of the Booking and no other. The Client shall refrain from any use of the Facility that may jeopardize Studio 702's insurance coverage or result in increased insurance premiums. Furthermore, the Client is restricted to utilizing only those parts or portions of the Facility explicitly detailed in the Booking Confirmation, with no access granted to any undisclosed areas.

### **Fee for Facility Use**

The fee for utilizing the Facility ("Use Fee") encompasses any services rendered by Studio 702 under this Agreement, as well as any items, equipment, or personal property rented from Studio 702 (collectively, the "Studio 702 Equipment") by the Client. Payment of the Use Fee shall be made as follows:

The Client shall remit the Use Fee in full upon execution of this Agreement. In the event of an extension to the Booking on the Booking Date, the Client shall be subject to a 1.5x

hourly rate charge billed to the Client's credit card on file. Failure by the Client to remit the Use Fee or cancellation of the reservation for any reason may result in unilateral termination of this Agreement by Studio 702, revocation of the license granted herein, and retention of any sums paid by the Client up to the date of termination as liquidated damages, the sufficiency of which is acknowledged by both Parties.

### **Client's Cancellation & Rescheduling**

Should the Client cancel the Booking within 24 hours or less after mutual execution of this Agreement, Studio 702 shall fully refund the Use Fee to the Client. Cancellation by the Client exceeding 24 hours after mutual execution shall result in forfeiture of the Use Fee (i.e., nonrefundable). If the Client elects to reschedule the original Booking up to 48 hours prior to the original Booking Date, the Use Fee shall be applied to the new Booking, subject to availability and Studio 702's discretion.

### **Studio 702 Cancellation & Rescheduling**

In the event Studio 702 is unable to make the Facility available to the Client on the Booking Date, the Client may select an alternate date ("Alternate Booking Date"). If the Client proposes an Alternate Booking Date acceptable to Studio 702, said date shall replace the original Booking Date pursuant to this Agreement. Should agreement on an Alternate Booking Date not be reached within ten (10) days of Studio 702 notifying the Client of Facility unavailability, Studio 702 shall refund the full Use Fee to the Client, without assuming liability for additional costs or damages incurred by the Client due to rescheduling or cancellation.

### **Studio 702 Termination and License Revocation**

Studio 702 reserves the right to immediately terminate this Agreement and revoke the Client's Facility usage license at any time prior to the Booking Date due to nonpayment of any Use Fee, Client's breach of this Agreement, or the Client's proposed use of the Facility deemed inappropriate at the sole discretion of Studio 702.

### **Credit Card Authorization**

The Client shall furnish a valid credit card number (along with customary transaction information) upon mutual execution of this Agreement. The Client hereby authorizes Studio 702 to charge the credit card on file for any fees, expenses, or charges incurred under this Agreement, or any outstanding sums due hereunder, including costs for

repair and/or excessive cleaning required post-Booking to restore the Facility to its original condition.

### **Event Attendance Limit**

The maximum number of individuals present within the Facility during the Booking shall not exceed the capacity specified in the Client's Booking Confirmation Email or as otherwise permitted by city ordinance ("Event Capacity"). The Event Capacity encompasses all persons attending the Booking, inclusive of guests, vendors, photographers, models, and any other individuals present, with Studio 702 retaining the right to deny entry to any persons exceeding the Event Capacity.

### **Facility Use and Return**

Studio 702 shall provide the Facility to the Client on the Booking Date in accordance with the specifications outlined in the Client's Booking Confirmation Email, on an "as-is" basis. Studio 702 makes no representations or warranties regarding the Facility's suitability for the Client's intended use, disclaims all warranties, and assumes no liability for the Facility's condition, merchantability, or fitness for a particular purpose. The Client shall ensure the Facility is returned in a condition consistent with its delivery, and any external materials introduced into the Facility must be removed post-Booking. The Client shall return any Studio 702 Equipment in the same condition as received.

### **Damages**

The Client assumes responsibility for any damage exceeding ordinary wear and tear inflicted upon the Facility. Failure to leave the Facility in its original condition may result in a \$200 cleaning fee, in addition to other applicable expenses, being charged to the Client's credit card on file. The Client shall also be liable for consequential damages arising from Facility damage impeding Studio 702's operations, authorizing Studio 702 to charge the Client's credit card for such amounts.

### **Prohibited Items**

Prohibited within, on, or around the Facility are: (i) affixing items to walls, ceilings, or floors with nail, glue, tape or tacks; (ii) causing damage to surfaces; (iii) painting signage or banners; (iv) use of fireworks or hazardous materials; (v) open flames or heating elements; (vi) dispersal of certain materials; (vii) possession or consumption of drugs or alcohol without prior written consent; and (viii) smoking.

### **Food & Beverage Policy**

Cooking within the Facility is prohibited, though outside pre-prepared food may be brought in. Delivery and pickup must be scheduled during the Booking and conducted at designated access points only.

### **Safety and Security**

Disruptive behavior during the Booking may lead to immediate termination. Studio 702 retains the right, though not the obligation, to take necessary actions, including Booking termination, to safeguard the Facility and all present individuals. The Client shall operate the Booking in a safe and secure manner, with supervision required for children under 16.

### **Admission Refusal**

Studio 702 may refuse entry to, or eject from, the Facility any person deemed potentially disruptive, endangering, or violating safety measures, with the Client waiving any claims against Studio 702 Parties for damages resulting from such actions.

### **Video Surveillance**

The Client consents to video surveillance within the Facility for security purposes, agreeing not to tamper with surveillance equipment.

### **Key Code Usage**

The Client shall be issued a specific key code for personal use only, ensuring secure locking of the Facility upon departure.

### **Model Age Verification**

The Client bears responsibility for verifying legal age of photographic subjects, releasing Studio 702 Parties from liability related to age verification.

### **Client and Studio 702 Equipment Damage or Loss**

Loss, theft, or damage to personal or organizational property is not Studio 702's liability. Studio 702 may remove and dispose of any remaining property post-Booking,

disclaiming responsibility for loss or damage, with the Client indemnifying Studio 702 Parties against any such claims.

### **Media Capture and Sharing**

Studio 702 may record media during the Booking for promotional purposes, subject to Client objections. Client warrants necessary rights and releases for media usage.

### **On-Site Contact**

The Client must appoint an on-site contact, responsible for Booking management in coordination with Studio 702 personnel.

### **Independent Service Provider Indemnification**

Client shall indemnify Studio 702 Parties from damages caused by independent service providers engaged by the Client.

### **Facility Control – Non-Lease Agreement**

This Agreement does not confer possessory rights over the Facility. Studio 702 retains possession and management authority, with the right of entry at any time.

### **Ingress and Egress**

Access points to the Facility must remain unobstructed and solely utilized for passage.

### **Indemnification**

In addition to other indemnification provisions, Client shall indemnify Studio 702 Parties against all liabilities arising from Client actions or Facility usage.

### **Compliance with Laws**

Client shall comply with all applicable laws, Studio 702 rules, and obtain necessary permits for Facility use.

## **Representations**

Each Party warrants authority to enter and perform under this Agreement, understanding and accepting its terms.

## **Email List Subscription**

Client agrees to receive communications from Studio 702, with the option to unsubscribe.

## **Monthly Memberships**

By signing up for a monthly membership, Client agrees to pay the allotted amount for either the 3 or 6 month membership, at which point they can renew their membership for another 3 or 6 months to continue receiving the discounted hourly rate or cancel.

## **Time Limit for Actions**

Any action against Studio 702 must commence within ninety (90) days of the incident.

## **Additional Terms**

This Agreement, together with the Booking Confirmation, constitutes the entire understanding between the Parties, superseding any prior agreements. Amendments require written consent. The Agreement is governed by Missouri law, with exclusive jurisdiction in Sedalia. Prevailing Party may recover attorneys' fees. Interpretation favors neither Party. The Agreement may be executed digitally in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Facility Utilization Agreement as of the Booking Date.