



# Rental Application/Agreement

(For separate Equipment Rental Application, see website.)

Today's Date:		Reservation Date:	
Name:		Contact name:	
Business name:			
Billing Address			
City, State, Zip			
Tel:	Cel:	Fax	
Website:			
Email:			

Lessor: Silver Street Studio, LLC  
 Location of Leased Premises: 1904 Decatur St. Houston, TX 77007  
 (713) 863-8347, (832) 978-9989

Date Reserved: \_\_\_\_\_ specific time: \_\_\_\_\_

1) rental price: \$ \_\_\_\_\_ circle rate: Full-day Half-day Hourly

2) Scheduled Overtime: \$ \_\_\_\_\_ Video Events Discount

3) Extra Equipment ("Extras") \$ \_\_\_\_\_ check all that apply:  
 kitchen  cyc painting  cyc  
 props  seamless paper  shower  
 List specifics here (color? size? type?):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4) Cleaning Deposit (Add \$75.00 here if paying by cash or check; add \$0.00 if by credit card. A separate "hold funds" of \$75 will be added to credit card).

5) Total Deposit (add lines 1-4): \$ \_\_\_\_\_

\_\_\_ credit card \_\_\_ check (check # \_\_\_\_\_) \_\_\_ cash

MC Visa Amex Discov

Card No. \_\_\_\_\_

Exp. Date: \_\_\_\_\_

Name on card: \_\_\_\_\_

Billing address (if different): \_\_\_\_\_

Signature for credit card charge: \_\_\_\_\_

By your signature hereon, you acknowledge you have read and accept both the Studio Policies and the Terms and Conditions (see below). You agree that the information disclosed by you herein is true, complete, and accurate to the best of your knowledge. You also agree that the information disclosed by you herein is material to the potential Lessor's decision with respect to granting or denying your application to enter into a Lease.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



# STUDIO POLICIES

## RATES:

	<u>Standard Rate</u>	<u>Local / Texas Rate</u>
Scheduled Overtime/Pre-entry	\$70/hr	\$50/hr
Un-scheduled Overtime/Pre-entry	\$90/hr, prorated 10 min.	\$75/hr, prorated 10 min.
Full-day (8am – 5pm; cyc wall not included)		
Photography	\$550	\$350
Video, Meetings, Events	\$650	\$450
<b>Cyc Wall:</b>	+\$50	+\$50
Half-day (cyc wall not included):		
Advanced reservations		
8–12, 1–5, or 6–10:	\$350	\$250
Video, meetings, events:	\$450	\$350
Rush (No reservation. May be purchased within two hours of booking. Call for availability and purchase.)		
1–5 or 6-10	\$300	\$200
Hourly reservations (2 hour min; cyc wall not included)		
before 6:00pm	no longer offered	no longer offered
6:00pm – 10pm	\$90/hr	\$75/hr

Total rental time includes unloading, setup, shoot, strike, cleanup, loading.

## Discounts:

- 5 Days for the price of 4 (deadline: Days must be used within 12 months of purchase date.)
- 10 Days for the price of 6 (deadline: Days must be used within 12 months of purchase date.)
- Artist/Student: Full-day \$200, reserved 2 days in advance; half-day \$150, no advance reservations
- Other: Call for details

Multi-day Discounts may consist of Full Days or Half Days (but not combinations of each).

Some restrictions apply and will appear on contract at signing: call studio manager for details.

## Basic Equipment (no charge with studio rental):

Eight-foot ladder, 6-foot ladder, 3- foot ladder, four-circuit power (80 amps), large fan, rolling garment rack, wall-mounted garment rack, Commercial Jiffy Steamer, steam iron, ironing board, 120-watt mini-system w/ 5-CD changer, iPod converter, 2 set carts, assorted C-clamps and A-clamps, apple boxes, 4 height-adjustable sawhorses, hollow core door, sandbags, mini-refrigerator, bottled water, photo copier, 5 round-top stools. Assorted hand tools available upon request.

Notes: 1) All Props used in shoot will be charged as rented according to the fee schedule for Props (see website). This includes Props already in the studio, such as plants, chairs, sofas, rugs, computers, etc. 2) Renter is responsible for damage to and/or loss of any and all Basic Equipment (“Studio Essentials”), Props, and Extras present in the studio.

## EXTRA EQUIPMENT (“EXTRAS”):

strobe lighting and accessories	See website for pricing and application.
seamless paper (per 10’ feet of roll) 9’ / 12’	\$25 / \$40 (50% return fee) <i>Call ahead for color inventory.</i>
Separate Kitchen / Living Room	\$200/day
furniture props	See website for pricing.
cyc wall	\$50



**CYC PAINTING:**

- Cyc cannot be painted during a scheduling conflict. Call to confirm availability.
- “Paint Out”: Cyc must be returned to Super White after use in any other color.
- Client may handle “Paint In”, but Silver Street Studio, LLC, must handle Paint Out. If client handles Paint In, client saves labor costs. All painting must be done during rented studio time.

Cyc dimensions:	15’w x 10’h x 14’d
studio time for painting	\$25/hr
Painting labor:	\$25/hour (min. 1 hour)
Fresh white floor:	\$125 (1 gal white \$25, 2 hrs labor, 2 hrs studio time)
Paint In, Chroma Green or Blue:	\$350 (2 x \$75/gal + 4 hrs labor + 4 hrs studio time)
Paint In, standard colors:	\$260 (2 x \$30/gal + 4 hrs labor + 4 hrs studio time)
Paint Out White (from colors):	\$250 (2 x \$25/gal + 4 hrs labor + 4 hrs studio time)

**PAYMENT AND RENTAL APPLICATION**

**Reserving the Studio:**

Use of the Studio is by reservation only.

All reservations require three items in advance:

(1) signed Rental Agreement; (2) Rental Deposit; and (3a) Certificate of General Liability Insurance listing Silver Street Studio, LLC, as an additional insured; or, (3b) a signed Liability Waiver approved by the studio manager.

\*A photocopy of renter’s drivers license must be provided (can be made at studio).

**Rental Deposit**

-- The Rental Deposit (price of studio time, extras, and cleaning deposit) is necessary in advance to reserve and use the studio. All reservations are made on a “first come, first served” basis. Only 100% of the Rental Deposit will be accepted.

    Visa/Master Card, check, and cash preferred.  
    American Express, Discover also accepted.

-- Personal checks must be received long enough in advance to verify bank funds (bank verification not possible on weekends or after business hours).

<b>Cancellation</b>	<b>*Refund of Rental Deposit</b>
>48-hour notice	100%
>24 hour notice	50%
<24 hours notice	0%

Processing Fee for cancellations: 6% if by credit card, 0% for cash or check.  
Fee for returned checks: \$25 each.



## SUBMITTING THE APPLICATION

First, call or e-mail the studio manager to identify your specific needs.

Then submit (a) page 3 of the Application, filled out and signed, (b) the rental deposit, and (c-i) Certificate of Insurance, or (c-ii) the Liability Waiver, signed by the renter (see website).

Certificates of Insurance should name Silver Street Studio, LLC as an additional insured. You may have the Certificate of Insurance sent directly to the studio from your insurance agent.

Faxing the application is preferred. If you must, you may e-mail it:

By fax:

Fill out, sign, and fax to (713) 863-1393. Include the signed Liability Waiver, or, have your insurance agent fax us the Certificate of Insurance.

By e-mail:

Note: a printed/signed hard copy must be brought to booking.

Copy ("select all") the Rental Application and paste it into your e-mail message. Fill out the form. Do the same with the signed Liability Waiver, or, have your insurance agent fax us the Certificate of Insurance.

E-mail to [marty@silverstreetstudio.com](mailto:marty@silverstreetstudio.com).

(E-mailing the Rental Agreement and/or Liability Release constitutes signature.)

By mail:

Fill out, sign, and mail along with a check and your signed Liability Release, or have your insurance agent fax us the Certificate of Insurance.

If paying by check, make payable to:  
Silver Street Studio, LLC  
1904 Decatur St.  
Houston, TX 77007  
(832) 978-9989 mobile  
(713) 863-8347 office  
(713) 863-1393 office fax

At the end of your booking, you will receive an invoice and a copy of the Rental Application.



## STUDIO RULES

At end of booking trash must be in dumpster can, floor must be broom-swept.

No smoking for personal use in studio building or in house. Cigarette smoking allowed only by approval of studio manager. Cigar smoke allowed only for photographing food.

### Personnel in Studio

-- No one may enter studio without signing studio Liability Waiver. Renter may invite guests, patrons, clients, contractors or permitted subtenants into the premises only during reservations and billable overtime hours. Renter is responsible for having everyone sign Liability Waiver.

-- All models must be of legal age. Renter must have parents' written consent of any minor included in any shoot.

No equipment or props may leave the studio at any time. The Renter of the Studio is responsible for any damage or loss incurred during rental period.

Renter may not leave studio unattended. If renter must leave the premises, a manager or agent of Silver Street Studio, LLC, must be called in to attend the studio before the renter can leave. In that case, Silver Street Studio, LLC, or its agent may lock up the studio until the Renter returns.

### Parking:

-- Parking available in driveway during business hours or during paid overtime hours.

-- All other spaces and times negotiable.

-- Free parking on Silver Street and Decatur Street any time. Beware of No Parking sign near corner.

### Building alteration

-- Must be approved in advance in writing by Silver Street Studio, LLC.

No subletting allowed, unless by contract agreement with Silver Street Studio, LLC.

Studio rental shall not be used for residential purposes or overnight stay. No one is allowed in the studio between 10:00 pm and 7:00 am without the agreement of Silver Street Studio, LLC.



## TERMS AND CONDITIONS

In addition to this Lease Agreement, you must supply either a evidence of liability insurance or a signed Liability Waiver and Release form (which must be signed by everyone who enters the studio during the booking). Evidence of liability insurance is typically a Certificate of Insurance, showing Liability Coverage. Your liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. It should name Silver Street Studio, LLC, as an additional insured. The insurance must meet the following minimums: Commercial General Liability, \$1,000,000 per occurrence and annual aggregate.

The premises are to be used for the purpose of a photographic studio, including such activities as are necessary and usually incidental to such use.

You may not expect to enter the studio before the Rental Period begins unless you have scheduled the appropriate Overtime/Pre-entry hours in advance. You may schedule and purchase Setup, Breakdown, and Cleanup hours at the appropriate Overtime/Pre-entry rates as long as the time is not already reserved. Unscheduled Overtime shall accrue according to the rates described in the Studio Policies.

Silver Street Studio, LLC, shall have the right to inspect the Equipment and/or Studio at any time during the rental term. You shall make any and all arrangements necessary to permit an employee of Silver Street Studio, LLC, access to the Equipment and/or Studio. If a breach of any of the provisions of the Rental Contract occurs, the Rental Company has the right to revoke your access to the Equipment and/or Studio without any liability to you, and without prejudice to Silver Street Studio, LLC's right to receive rent due or accrued to, including the date of revocation.

### **Rates and Charges:**

The rent payable shall be that set forth in the Rental Agreement. This rate is offered to Client based upon Client's credit information available to Silver Street Studio, LLC at the time of rental. This completed Rental Agreement must be signed and returned to Silver Street Studio, LLC in advance of the studio Reservation. Rent is payable according to the terms contained on Silver Street Studio, LLC's Rental Agreement and/or Invoice to the Client. Silver Street Studio, LLC's published rates are subject to change at any time without notice. Silver Street Studio, LLC may assess an additional charge for any studio time added to the Reservation, for cleanup after the Reservation, and for technical support for the operation of studio and equipment. Canceled orders will be subject to Silver Street Studio, LLC's then current cancellation charge. No allowance will be made for items delivered to but not used by the Client. The Client shall pay all taxes, transportation charges, duties, broker's fees, bonds or other costs imposed on the rental of the property by the Client.

**IF NOT PAID WHEN DUE:** Payments due for 30 days or more shall be considered past due, and rent shall bear interest at the rate of one and one-half percent (1 1/2 %) per month from the date rental charges were incurred. Any discounts granted by Silver Street Studio, LLC may be revoked at any time after thirty (30) days. If Silver Street Studio, LLC places the account in the hands of an attorney or other agency for collection, Client shall pay reasonable collection costs, attorney fees, and court costs.

### **Indemnifying Silver Street Studio, LLC:**

You agree to indemnify Silver Street Studio, LLC, and to hold Silver Street Studio, LLC, and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including reasonable legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment and/or Studio, to the extent attributable to the negligence of the Renter. 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.

### **Miscellaneous Aspects of the Rental Agreement**

The Rental Agreement shall be deemed to have been made in Harris County and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Texas. When the customer is a corporation: the person executing the Rental Agreement on behalf of such corporation warrants that he/she has full authority of such corporation to sign the Rental Agreement and obligates the corporation. Said person and the corporation shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to Silver Street Studio, LLC, under the terms of the Rental Agreement.

### **Concerning Multi-day purchases:**

Multi-day purchases come with certain restrictions. Multi-day Package Rental Agreements will contain a policy addendum listing all restrictions, including Cancellations, Overtime, Extras, and other issues.

Additional Days purchased after submitting the Rental Agreement will be charged at the regular day rate, unless other negotiations are made in advance.

All Days purchased in a Multi-day Discount package must be reserved far enough in advance of a desired date to ensure your access to the Studio Space on that date. You accept that the availability of the Studio Space to you is subordinate to reservations already made by other Customers. You accept the risk that particular days may not be available if other Customers have already reserved the Studio Space on those days.

All Days must be used before the Deadline. You are not entitled to and will not seek offset or proration for days lost due to unavailability.