



STAGE RENTAL AGREEMENT (“SRA”)

Renter agrees to thoroughly and completely review this Agreement to ensure Renter’s complete understanding of this rental Agreement and all Renter’s obligations under this Agreement.

Property Owner, Studio and Renter agree as follows:

1. **BOOKING.** Renter has requested use of specific Studio property, equipment and or services as described in the attached Booking Confirmation Form (“BCF”). Studio will confirm a booking and grant a license (“License”) to Renter for its access to and use of specific studio space and production facilities including the soundstage (“Stage”) and any offstage production facilities reserved and paid for by Renter, or subject to additional charges, under the terms and conditions of this Agreement. Studio will not confirm a booking or grant a license to Renter unless Renter provides Studio with all of the prerequisites listed in Section 2. **MANDATORY PROVISIONS** below.

2. **MANDATORY PROVISIONS.** Renter agrees to complete all of parts which are mandatory in booking a stage and in the finalization of this agreement: 1) Renter shall review, sign and deliver the Stage Rental Agreement (SRA) to Studio; 2) Renter shall review, sign and deliver the Stage Booking Confirmation Form (SBC) to Studio; 3) Renter shall provide deposit to Studio.

3. **PAYMENT.** As consideration for use of the License granted in Section 1. **BOOKING** above, Renter agrees to pay the total amount due on the Booking Confirmation Form (“SBC”) signed by Renter and made part of this agreement. Renter shall provide payment in full for all reservations in US funds. Renter’s booking will not be confirmed until payment is received and cleared. This agreement is not effective until deposit payment has been received and cleared.

4. **RATES CARD & CHARGES.** Renter acknowledges Studio Rate Card (“Rate Card”) and agrees to pay said rental rates and charges for stage rentals, facilities rentals, equipment rentals, studio labor, services, and amenities. Any other rates, charges, or costs associated with any rentals or services not listed on the rate card can be furnished upon request. Per Renter’s request, Studio will provide a written estimate to Renter with any rates, charges, or costs for any rentals or services not listed on the rate card.

5. **ADDITIONAL CHARGES.** Renter acknowledges all additional charges on the rate card that may be imposed and the amounts that Renter shall be liable to pay Studio for Renter’s additional use(s) of the production studio and its stages, facilities, locations, equipment, sets, props, and services. Renter agrees to pay said rates for any additional charges including, without limitation, overtime charges for stage usage exceeding ten (10) hours per day, rental charges for the use of additional production areas, prop and set rental charges, service charges, labor charges, cleaning and waste removal charges, painting and repair charges, and any other charges determined by Studio as additional and payable immediately.

6. **LENGTH OF USE.** A daily stage rental permits Renter to schedule and use the rented studio facilities for ten (10) consecutive hours or a ten hour period (“10 hour day”) between the hours of 7:00AM and 7:00PM. The 10 hour day begins at the time of entry by Renter (“start time”) and ends after ten hours (“end time”). The 10 hour day will begin at 8:00AM and end at 6:00PM each day, unless otherwise scheduled by Renter. As a courtesy, Renter may schedule with no additional charge to begin one (1) hour earlier or (1) hour later, which would result in a 10 hour day either beginning at 7:00AM and ending at

5:00PM, or beginning at 9:00AM and ending at 7:00PM. Hourly overtime charges will be imposed for scheduling and use of the premises before 7:00 AM and or after 7:00PM. Renter's 10 hour day will begin according to the start time(s) scheduled by Renter on the Stage Booking Confirmation(SBC) as part of this agreement. If a Renter is late, the actual arrival time of the Renter does not change the start time, therefore, if a Renter arrives later than the scheduled start time, the Renter is late and the end time will not be changed. Renter may adjust the start times on the booking schedule by submitting changes in writing at least one day in advance.

7. ACCESS. Studio, its directors, servants, employees, and agents shall have access to all studio space, stages and offstage production areas upon presentation of identification that represents said persons as employees or agents of Skytheory provided that such persons are granted access only if actually working during the time of admission to the space.

8. CANCELLATION POLICY. Any cancellation of a confirmed booking must be submitted in writing. If a confirmed booking is cancelled by Renter with less than thirty days from the confirmed rental, Renter shall pay Studio a cancellation fee equal to fifty percent (50%) of the base stage rental cost. In the event of a cancellation of a confirmed booking without at least a ten (10) day advance notice, Renter shall pay a cancellation fee that is equal to one hundred percent (100%) of the base stage rental cost. If Studio must cancel a confirmed booking, Renter will receive a full refund.

9. INDEMNITIES. Renter shall indemnify, defend with counsel reasonably approved by Studio in its reasonable judgment and hold harmless its officers, directors, agents, and employees and owner's collectively, the "Indemnified Parties" and each an "Indemnified Party" from and against any and all claims, fines, or penalties and any and all liability to any third party from loss, damage, or injury to persons or property (including without limitation attorneys' fees, judgments, and settlements) in any manner arising out of or incident to: (1) Renter's acts or omissions; (2) any breach by Renter of any provision of this Agreement; (3) Renter's noncompliance with any applicable federal, state, or local laws or regulations; and (4) the acts or omissions of Renter subcontractors, licensee's, agents, or invitees. The provisions of this subparagraph shall survive the termination of this Agreement.

10. SAFETY, HEALTH, AND PROTECTION. The Renter shall maintain and follow the Occupational Safety and Health Administration (OSHA) regulations pertaining to its production and is required to obtain all applicable permits, licenses, and or approvals. Fines may be imposed if Renter does not obtain such permits, licenses, and or approvals. The use of studio audiences, extra talent, animals, stunts, hazardous materials, spray painting equipment, automobiles, combustion engines, smoke machines, explosives, and or pyrotechnics is not allowed on the premises without prior approval from the Studio. The Renter shall submit all requests regarding such uses and circumstances in writing to the Studio and follow any laws, regulations, and requirements associated with such use. Renter shall take all necessary precautions in the use of motor vehicles and rented lift equipment to protect all persons and property from injury or damage. The lift equipment shall only be used by Renter's employees and its personnel qualified to use the equipment.

11. INSURANCE. Renter shall at all times during the term of this agreement, and any extension or continuation of this Stage Rental or Contract Agreement, at its sole cost and expense, obtain and maintain commercial general liability insurance including coverage for its employees, independent contractors, producers, agents, vendors and standard contractual liability coverage from an approved company authorized to do business in the State of Colorado. The liability insurance shall name Skytheory and Genesis Device each as an additional insured for the duration of the License against all of the various claims, liabilities and attorney's fees, including (1) comprehensive general liability, automobile liability each in the amount of at least two million (\$2,000,000) combined single limit for bodily injury, death or property damages, per occurrence; (2) contractually assumed liability to cover the liability assumed by Producer or Production Company under this Agreement each in the amount of at least two million (\$2,000,000) combined single limit for bodily injury, death or property damages, per occurrence; (3) applicable workmen's compensation in statutory limits, and employers liability insurance in the amount of at least \$500,000 per occurrence; (4) completed operations, and (5) any other insurance commonly

used by productions for services of the type performed pursuant to this Stage Rental, Purchase Order, Work Order or Contract Agreement. The insurance required under this Article shall be primary and non-contributory and shall be issued by companies with a "Best's" rating of not less than A and a financial size category of not less than Class VIII as rated in the most current available "Best's" Insurance Reports.

12. CERTIFICATE OF INSURANCE. Renter shall provide a certificate of insurance confirming the required coverage as specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier. Renter shall name Skytheory and Genesis Device each as an Additional Insured on all Certificates of Insurance for insurance policies that are required to be maintained pursuant to a Stage Rental or Contract Agreement. The Certificate Holder(s) shall be listed as:

Skytheory
3435 Wynkoop St. Unit C
Denver, CO 80216

Genesis Device
1624 Utica Street
Denver, CO 80204

13. CANCELLATION OF INSURANCE. The Renter and its insurance company shall provide written notice to Studio, no less than 30 days prior to the effective date of any cancellation or material change to any insurance maintained by you the Renter pursuant to the foregoing provisions. Lapse or cancellation of required insurance shall be deemed an immediate and automatic default of this agreement.

14. CYCLORAMA. The cyc walls and base cove must be kept clean and in good condition in any stage rental. Cyclorama is furnished in either pure white or digi-comp green and must be returned to the original condition in which it was presented to Renter at the beginning of the rental term unless Studio provides a written statement describing a pre-existing condition that would excuse Renter of any applicable charges associated with a paint restore and specific language stating such a waiver or if the Renter does not require use of the cyclorama, wherein Renter is permitted to use all available floor space in the stage including areas defined as the cyc floor. If Renter requires cyclorama to be painted any color other than white, a base coat of primer sealer must be applied in the restoration process back to white. All paints must be approved by Studio management. Any painting of the cyclorama is to be performed by Studio personnel only. Painting any portion of the cyc walls or floors by Renter is prohibited without prior Studio approval. The use of spray paint is prohibited without prior approval by Studio. Drilling into any part of cyclorama is absolutely prohibited. Renter shall provide proper instruction to anyone entering the stage to take every precaution to protect the cyc wall, cyc coves, and cyc floors from damages and wear by not walking on any part of the corner and base coves and by keeping sets, materials, lift equipment, and all lighting and grip equipment away from the cyc walls and corner and base coves. The use of adhesive tapes such as duct tape and gaffers tape on cyclorama is prohibited. Only low tack tape such as 3M blue painters tape or similar tape approved by studio may be temporarily adhered to cyclorama floor and wall(s). Additional protective materials such as paper and boot covers are available for purchase at the Studio. Protective hard board, sound blankets, and carpet can also be either purchased or rented depending on use. Repair, refinishing, and or painting charges may be imposed if at the end of rental term, the cyc walls, cyc coves, and or cyc floors are discolored or soiled above normal wear, or if damage as determined by Studio management has occurred.

15. CLEANING. Studio premises must be cleaned and returned to the original condition in which they were presented and entered by client at the beginning of rental term. Renter agrees to leave the premises clean of all trash and materials, remove all tape and residues, and sweep the floor clean at end of rental term. Extra cleaning, waste removal, and or storage charges may be imposed if Renter leaves trash, stains, residues, sets, set pieces, props, materials, equipment or other items in the Studio or on the property at the end of rental term.

16. TRASH & WASTE REMOVAL. All rentals include basic trash service, which includes the use of a single trash dumpster for catering and office trash only with one dumpster removal per day. All catering trash must be contained in heavy-duty trash bags provided by Renter and all trash must be removed from both the stage and off-stage production areas at the end of each day. Trash bags must be securely tied

and then placed in the provided trash dumpster. All other trash that is not considered catering or office trash by Studio management is not permitted in the provided trash dumpster and must be removed from the premises. Building materials, art department materials, and set construction materials require a separate dumpster, additional waste removal service, and applicable fees. Disposal of hazardous materials in Studio dumpsters is strictly prohibited and in violation of certain local, state, and federal laws.

17. RETURN. Upon the termination of this Agreement or expiration of the License and the rental term, Renter shall surrender and return all studio property, space, equipment, furniture, and accessories, to Studio free from damage and in the same condition and appearance as received at the beginning of the rental, allowing for ordinary wear and tear. Renter shall remove any goods or chattels brought or permitted by Renter on or about Studio property. Renter shall pay all claims by Studio and additional charges associated with such claims for any additional cleaning, trash and waste removal, damage repair, refinishing work, painting and any other services or work that must be performed to satisfy such claims that are not in accordance with the terms of this Agreement. Studio may perform or request such services and shall be reimbursed the actual cost of such repairs by Renter within fifteen (15) days of request for payment.

18. LOSS VALUATION. Unless otherwise agreed in writing, Renter shall be responsible to Studio for the replacement cost value or repair costs of Studio property, including rented goods, equipment, sets, materials or props (if such property or rented goods can be restored, by repair, to its pre-loss condition) whichever is less. Loss of use shall be determined by the actual loss sustained by Studio. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged equipment. If there is a reason to believe a theft has occurred, Renter shall file a police report.

19. ACCIDENT REPORTS. If any of the equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, Renter agrees to promptly notify Studio and Property Owner of the incident, and will file all necessary accident reports, including those required by law and those required applicable insurers. Renter, including its employees and agents will cooperate fully with Studio and all insurers providing insurance under this agreement in the investigation and defense of any claims. If any documents are served or delivered to Renter, its employees, or its agents in connection with any claim or lawsuit filed or threatened against Renter or any party named in this agreement, Renter shall promptly deliver such documents to Studio.

20. INDEPENDENT PARTIES. The parties hereto are acting as independent contractors and independent employers. Neither party shall encumber the other party with employment demands or restrictions. This Agreement is not intended to create, nor shall it be considered as creating, a joint venture or partnership.

21. GREATER FORCE. Neither party shall be liable to the other party for failure or delay to meet any obligation under the terms or conditions of this Agreement (other than failure or delay in the payment of money owed, due and payable hereunder) when such a claim is attributable to causes by greater force, clearly beyond that party's control and not a consequence of that party's fault or negligence, or when the reason for said claim could be avoided by the exercise of due care by that party. Any failure or delay caused by greater force or extraordinary circumstances including, without limitation, natural disasters or other Acts of God, governmental restrictions or actions, or by any other extraordinary circumstances such as war, riots, civil disorder, power failures, and/or damage or destruction of any Studio facilities, shall not be deemed a breach of this Agreement, provided that, as a condition of a claim for such excusable failure, the party that is unable to perform in accordance with this Agreement, shall promptly give the other party a written statement containing sufficient details of the cause relied upon and may be required to provide evidence that validates the claim. This clause (often referred to as "force majeure") is not intended to excuse either party of contractual obligations or failure to satisfy any term or condition of this Agreement for reasons within the control of the parties.

22. WAIVERS. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder shall not constitute a waiver of any such right, remedy, or privilege. No such waiver shall be effecting unless in writing, and then only in the specific instance for which given.

23. ASSIGNMENTS. Neither party shall assign this Agreement or any of the rights or obligation hereunder without prior written consent of the other party. No assignment by Renter shall release Renter of its obligation hereunder.

24. NOTICES. This Agreement constitutes the entire understanding between the parties and may not be modified or amended orally but only by an instrument in writing signed by both parties. Any notices, concerns, or approvals required or permitted hereunder shall be properly given if in writing whether delivered in person or forwarded by mail, postage prepaid, addressed to Renter, Studio, and Property Owner at the addresses provided in Section 29.COMPLETION (or such other addresses as designated in writing by either party).

25. ENFORCEABLE PARTS. The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof. If any provision of this agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this agreement, and application of those provisions to other parties or circumstances, will remain valid and in effect.

26. DEFAULT & TERMINATION. Studio may revoke the License set forth in this Agreement at any time upon written notice. If notice in written form is not given, this agreement shall terminate 3 days after the date of the event provided all clean up and restoration work is completed. Termination of this agreement shall not constitute a waiver of any obligation under this agreement, including the Renter's obligation to make all final payments to Studio. At our option, we may, declare Renter in default on the occurrence of any of the following: (A) failure by Renter to make payments or perform any of its obligations under this agreement; (B) institution by or against Renter of any proceedings in bankruptcy or insolvency, or Renter's reorganization under any law, or the appointment of a receiver or trustee for Renter's goods and chattels or any assignment by Renter for the benefit of creditors; (C) expiration or cancellation of any insurance policy to be paid for by Renter as provided for under the terms of this agreement; or D) involuntary transfer of Renter's interest in this agreement by operation of law. If Renter is in default, the Studio will reserve the following rights: 1) to terminate the agreement and Renter's rights under the agreement; 2) to declare the balance of all unpaid rent and all other charges of any kind required of Renter under the agreement to be payable immediately, in which Studio will be entitled to the balance due together with interest at the rate of ten percent per annum, from the date of notification of default to the date of payment; 3) to enter and repossess the property without legal process free of all of Renter's rights to the property and release Studio and Property Owner of any claim for trespass or damage caused by reason of the entry, repossession, or removal. After such default, Renter agrees to reimburse Studio for all reasonable expenses of repossession and enforcement of its rights and remedies, together with interest at the rate of ten percent per annum from the date any such balance(s) is (are) due. Notwithstanding any other provisions of this agreement, if Studio or Property Owner place all or any part of a claim against Renter in the hands of an attorney for collection, the prevailing party will pay, in addition to other sums that may be awarded, the other party's reasonable attorneys fees and costs. Any and all remedies will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other remedy.

27. ARBITRATION. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. If the parties are unable to resolve any controversy or claim, including any claim of misrepresentation, arising out of or related to this agreement or breach of this agreement, such controversy, claim, or dispute will be settled by arbitration in the State of Colorado. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.

28. PRIOR AGREEMENTS. This agreement supersedes and replaces any other prior agreement(s), written or verbal, regarding the subject matter hereof.

29. COMPLETION. The parties have both read this entire agreement, agree to all its terms, and acknowledge a receipt of a complete copy of the Agreement signed by both parties. Each person signing below on behalf of Renter shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.

Each undersigned individual represents that he or she is empowered to execute this agreement on behalf of their respective party:

RENTER:

CITY

STATE

ZIP

PRINT NAME

SIGNATURE

DATE

STUDIO: Skytheory, 3435 Wynkoop St. Unit C, Denver CO 80216

PRINT NAME

SIGNATURE

DATE