

## Equal Rights Institute Studio Rental Agreement

By renting Equal Rights Institute's (herein after referred to as "ERI") video/podcast studio you, the undersigned (herein referred to as the "Renter"), hereby state that you have read, fully understand, and agree to be bound by the following terms and conditions.

### Price:

The hourly rental fee for the use of this space varies based on what you require:

Facility/Crew	Hourly Rate	8-Hour Day Rate
Studio space - Use of audio equipment only (recurring guests only) <sup>1</sup>	\$25	\$150
Studio space & one crew member; audio equipment only	\$50	\$300
Studio space & one crew member; video/audio equipment <sup>2</sup>	\$75	\$450

### Audio Equipment List:

- 1 [Tascam DP-24SD Digital Multitrack Recorder](#);
  - Simultaneous 8-track recording;
  - Intuitive channel-strip-style controls make tracking and mixing easy;
  - Able to bring on up to two FaceTime/Skype guests;
  - Easily save finished tracks to an SD card or export them to your computer via USB.
- 3 [Heil PR 40 Dynamic Studio Recording Cardioid Microphones](#), including pop filter, shock mount, and adjustable stand;
- 3 [dbx 286s Microphone Pre-amp Processors](#);
  - Studio quality Mic Preamp/Channel Strip Processor;
  - Classic dox Compression puts great sound within easy reach;
  - Frequency tunable De-Esser reduces sibilance and high-frequency distortion;
  - Enhancer increases the detail and definition of the high and low frequencies;
  - Program adaptive Expander/Gate.
- 1 [Mackie HM-4 Headphone Amplifier](#)
  - Share a single stereo source with up to 4 pairs of headphones
  - Individual level control for each output

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<sup>1</sup> Use of the studio without an ERI crew member will only be made available to recurring clients, defined as someone renting the studio at least six times a year. These recurring guests will be given a key after their representative has been trained on the equipment.

<sup>2</sup> An ERI crew member must be on-site when the video equipment is being used. No exceptions.

### **Video Equipment List:**

- 2 [Panasonic GH5 4K cameras](#) with [Panasonic Lumix G X Vario 12-35mm f/2.8 II ASPH. POWER O.I.S. Lenses](#);
- 2 [Atomos Ninja Inferno 7" 4K HDMI Recording Monitors](#) with 1TB Solid State Drives (4.5 hours of 4K recording time before needing to transfer data to external hard drive);
- 2 [Manfrotto 055 Aluminium 3-Section Tripods with Horizontal Columns](#), combined with 2 [Manfrotto 2-Way Pan/Tilt Heads](#);
- 2 [Litepanels Astra 6X Bi-Color LED Panels](#) with [Softboxes](#) (keys/fill lights);
- 2 [Quasar Q-LED T8 dimmable light bars](#) (backlights) - 5600k version;
- 1 [StarTech.com USB 3.1 \(10Gbps\) Dock for SSD Drives](#) (for transferring your video to your external hard drive);
- 1 Teleprompter w/ iPad interface (use your own phone or tablet, or use our iPad Air with [PromptSmartPro](#) app);
- 3 Wired lavs: [DPA 4080 Miniature Cardioid Lavalier Microphones](#) with DPA MicroDot to 3-pin XLR Adapters (Belt Clips);
- 1 [Sennheiser ME66/K6 shotgun microphone](#);
- 4 C-stands for the lights and/or shotgun microphone.

### **Reservations:**

If you want to reserve studio time, the first step is for you to check our studio calendar availability at [EqualRightsInstitute.com/Studio](http://EqualRightsInstitute.com/Studio) and then submit a form requesting a reservation. You will be asked to fill in your top three preferred dates/times, in order of preference. Submitting this form is NOT a reservation. Once the form is submitted we'll connect with our techs to inquire about their schedule, and get back to you as quickly as we can with a mutually agreeable time, which will hopefully be the same as your most preferred time. At that point we'll tentatively reserve the space on the calendar and send you this contract and ask for it to be signed and sent back to us as well as request payment. Once the contract is mutually signed and payment is received, your studio time will be officially booked on the calendar.

### **Payment:**

Renter will provide full payment for all reservations of studio space in US funds. A separate, refundable \$100 cleanup deposit will also be charged before the reservation is made. (See length of use section below for more details.) Payment is to be made by check or credit card. If paying by credit card online, PayPal automatically adds a small fee, which the renter is responsible for paying during checkout. Renter's date will not be held until this payment is received and cleared. Any additional charges incurred must be paid at the completion of the recording session. Payment by check shall not be considered completed until the check has cleared the bank. Any check returned for insufficient funds will incur an additional fee of thirty dollars (\$30). The Renter is responsible for any and all legal costs and attorney's fees required to collect payment for any services rendered.

While ERI is a non-profit (501c3) organization, payments for studio time should not be considered a tax-deductible donation, because goods and/or services are being provided. This is a standard, taxable rental fee.

Payment is not refunded unless notice of cancellation is made at least 72 hours before Renter's reservation date (Renter will receive a full refund if cancellations occur prior to 72 hours before the reserved date). If ERI must cancel Renter's reservation, Renter will receive a full refund. Payment for Renter's rental must be received before Renter's reserved time begins. ERI reserves the right to refuse reservations at its sole discretion.

**Length of Use:**

Hourly rental periods are 60 minutes. Half day rental periods are 4 hours. Full day rental periods are 8 hours, and are rented at a discounted rate (see table above). If you reserve four-hours and only use three, we will refund you for the hour that wasn't used. But if you bleed into that hour, you will be charged for it, regardless of whether you use the entire hour.

If you reserve three-hours and realize after those three hours that you need more time, we will require payment for the extra time before recording resumes, assuming the studio and the tech are available for the extra time.

Refunds for studio time as well as the clean-up fee will be issued no later than one-week after the recording date.

Studio clean up must be completed by the end of the rental period. If the studio is not satisfactorily returned to the state it was prior to the rental period, the \$100 clean-up fee will not be refunded. Overtime will be calculated in increments of 15 minutes beyond the contracted end-time of the rental period when renter is either still using or cleaning up the studio space. Overtime fees will be assessed as per the ERI rate sheet.

Do not arrive late - Renter's rental time begins promptly at the designated starting time and ends promptly at the designated ending time. There will be NO exceptions to this.

ERI will provide studio time and, if needed, the services of a crew member for the duration required by the Renter. All future studio time will be charged at the rate in effect at the time of the booking. Any additional services, including, but not be limited to, editing, mixing, mastering, creating additional tracks, and adding to or modifying tracks when done outside the agreed-upon studio time will require additional fees.

Studio time includes setup time, breakdown time, and any breaks taken by the artist(s) or ERI crew member. The ERI crew member will be allowed a break of up to 15 minutes every 2 hours to alleviate ear fatigue. The ERI crew member will be allowed one 30-minute meal break per

full-day session and an additional meal break for sessions lasting longer than eight (8) hours. All such time is on the clock.

**Outside Contractors:**

If the Renter requires the service of outside contractors (engineers, actors, etc.) the client will be responsible for arranging for and paying said contractors. ERI will not be responsible for the failure of outside contractors to show up on time nor for their performance. ERI recommends signing a separate agreement with outside contractors.

**Terms of Use:**

Use of our studio and our equipment is AT RENTER'S OWN RISK. Renter shall be responsible for any loss or damage to ERI property incurred by Renter, employees of Renter, guests of Renter, or agents of Renter, as a result of accident, misuse, negligence, and or carelessness. Renter hereby waives rights to seek legal redress for mishaps, accidents, and/or loss while on our premises. Renter agrees to leave the studio and adjacent grounds in the same condition as they were when Renter arrived. Renter is solely responsible for any legal infractions by Renter or members of Renter's party during the conduct of the shoot, be they in our studio or elsewhere. This includes parking tickets, all other violation or citations, and legal action resulting from the conduct of the shoot, taken at whatever time. Renter agrees to hold harmless ERI, its board, staff, representatives, and contractors acting on its behalf for any loss, accident, or injury to Renter or anyone who accompanies Renter while on our premises.

Renter agrees not to make content while using ERI's studio that would be considered excessively vulgar or inimical to the values of ERI.

Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying Renter while on our premises. Renters are solely responsible for the safety and well-being of any models Renter engages. Renter understands that if ERI observes dangerous, pornographic, or negligent practices or activities are being engaged in ERI reserves the right to stop the shoot and require Renter and Renter's party to leave immediately — HOWEVER, ERI assumes NO RESPONSIBILITY to act in such cases. Renter agrees to hold ERI, its board, staff, and anyone acting on behalf of ERI completely harmless from any action, legal or otherwise, that results from Renter's conduct. Renters are solely responsible for verifying that all models employed during Renter's rental period are of legal age for the activities they are to be engaged in. ERI has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going.

If ERI video equipment is being used, Renter agrees that an ERI representative will be present in the studio at all times Renter is using it. If Renter will be renting the studio on a recurring basis, (a weekly podcast, for example) then Renter agrees to have one of their representatives trained on the audio equipment by an ERI staff person, and afterward that representative of the

Renter will have permission to set up at future recording dates without an ERI representative present, on agreed-upon rental dates.

ERI shall endeavor to secure all property left on premises by Renter, but is not responsible for loss due to theft, fire, acts of God, or other occurrences beyond its control.

Renter shall be responsible for obtaining all licenses for music for which the Renter does not own the rights. All such licenses must be obtained prior to duplication or replication. It is advantageous to assign ISRC codes for each recorded track, which should be embedded in the digital media when the master is produced. The client shall be responsible for and shall pay the fees for obtaining such codes.

The Renter shall abide by the Studio Rules, which are attached to this agreement. Disobedience of these rules by the Renter or a guest of the Renter will be grounds for removal of said person or persons from the property, immediate termination of this agreement, and loss of future use of the studio. In the event of termination of this agreement due to such causes, there will be no refund of monies paid by the Renter. ERI or its representative will have sole right to make a determination regarding adherence to the Studio Rules.

The Renter releases ERI from any harm or damage that may occur to any person in the Renter's party or to equipment belonging to the Renter.

The Renter agrees to allow its name, photographic image, and/or website URL to be used on ERI's website and/or for other promotional purposes. ERI will not sell or allow downloads of the Renter's recordings without prior agreement.

**Equipment:**

ERI 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. ERI is not liable for acts out of its control that affect the shoot, such as power outages, weather, or emergencies. In such cases, ERI will refund a prorated portion of Renter's payment.

**Transfer of Renter Files:**

IMPORTANT: ERI will transfer Renter's recording files to the Renter's external hard drive during each recording session. ERI is not responsible for maintaining recording files on ERI's local hard drives unless that arrangement has been made, in which case see below.

Backing up or copying to external media or to an external hard drive supplied by the Renter will be billed at the rate of forty dollars (\$40.00) per hour (if not done during the recording session), billed in intervals of one-tenth (0.1) of an hour or portion thereof, with a minimum billing for this service of \$25.00. Renter shall provide his or her own external media and/or hard drives for this purpose. Renter will not have access to such media until all payments due ERI have been made.

ERI shall endeavor to secure all recording files made by the Renter, and left or stored on the studio premises, but ERI is not responsible for loss or damage. In the event of loss to or damage of Renter's recording files due to willful negligence, ERI shall be responsible for replacement of no more than the value of the studio time to date devoted to said recording files.

**Studio Rules:**

- Smoking: No smoking is allowed in the control room or the studio. This includes e-cigarettes. You may smoke outside at least 10 feet away from the building. Please do not leave butts or matches on the ground.
- Illegal Substances: No illegal substances are allowed on the property. Any Renter or guest of the Renter found to be intoxicated or under the influence of any illegal substance or exhibiting any behavior deemed unprofessional by ERI or its representative will be grounds for removal of said person or persons from the property and immediate termination of this agreement and loss of future use of the studio. In the event of termination of this agreement due to such causes, there will be no refund of monies paid by the Renter. ERI or its representative will make the final judgment in such situations.
- Food and Drink: Unless Renter receives written permission from ERI prior to their contracted studio session, no food or drink other than bottled water is allowed in the studio at any time. Any spills that cause damage to the building or equipment will be billed to the Renter.
- Trash: Please help us keep the area neat and orderly. Do not leave trash around the grounds or in the studio. Please clean up any mess that you make. Place all trash in appropriate containers.
- Children under the age of 16 must be accompanied by an adult at all times in the studio.

**Miscellany:**

Should any portion of this Agreement prove to be invalid, illegal, or unenforceable, it shall not affect the remainder of this Agreement. This Agreement incorporates the entire understanding and agreement between the Renter and ERI. 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.

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

I, \_\_\_\_\_, with \_\_\_\_\_ hereby agree to rent studio/recording space from Equal Rights Institute (ERI) for the time period between the hours of \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_. My total price that I need to submit is \_\_\_\_\_, plus the \$100 refundable deposit.

**Mailing Address:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City State Zip Code

**Email Address:** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Signatures**

Contact Person \_\_\_\_\_

ERI Rep \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_