

First Name _____ Last Name _____

Phone Number _____

Email _____

Please initial

_____ I acknowledge that the studio is a professional space and is only available to rent for creative endeavors only. If I am not using the studio for a creative purpose I will be asked to leave immediately and will not be issued a refund.

_____ I acknowledge it is my responsibility to return the studio in good condition within my rental time. I authorize the studio to charge my card \$50 if I exceed my rental time, occupancy limit, or leave the door unlocked when departing.

_____ I acknowledge it is my responsibility to not damage the paper backdrops when using. I authorize the studio to charge my card \$50 if I damage the paper/roll or cut off an excessive amount. Note: Select the paper backdrop add-on when booking if you plan to do a cake smash or plan to cut the paper backdrop after use to avoid additional charge.

_____ I acknowledge it is my responsibility to put the studio back together as it was at start of rental and leave the space broom swept. If pets are in the studio I am required to clean up any fur. I authorize the studio to charge my card \$50 if I don't clean up after rental.

_____ I acknowledge no refunds are given for cancellations. (If you or your client has to cancel we can reschedule your rental for a \$100 fee as long as it is 48 hours from rental date).

_____ I acknowledge I am responsible for any damages to The Social HQ studio and agree If significant damage is done to the studio I will be asked to leave immediately and will not be issued a refund. I authorize the studio to charge my card \$50 if I damage any of the furniture or other items in the studio.

_____ I acknowledge that The Social HQ can install security cameras and audio recording in the studio at any time for safety and accountability purposes. I am not allowed to move or shut off cameras without approval from studio.

_____ I acknowledge the maximum occupancy limit when booking the studio is 15 people or less until further notice and if anyone is feeling unwell they are not allowed to enter the studio.

_____ I acknowledge the studio is not liable for any damages to my vehicle or personal property taken from it when parked in the parking lot. I agree to only use this parking during the duration of my rental (not before or after.)

_____ I acknowledge that The Social HQ can enforce safety protocols in space. (i.e. COVID-19 protocols)

_____ I acknowledge and understand the Terms & Conditions below and agree to abide by these terms and conditions when renting the studio. If I have any questions about what is and is not allowed I will contact the studio prior to my rental.

USE OF STUDIO FOR THE FOLLOWING EVENT OR PURPOSE:User acknowledges that use of the Studio is for one-time use and/or event only. Said use and/or event shall be conditioned on User and The Social HQ's execution of this Agreement and User's payment of the required deposit(s), fee(s) and payment associated with the use of the studio. User acknowledges, understands and agrees that no binding or enforceable agreement regarding use of the studio shall exist until and unless (1) this Agreement has been signed by User and received by The Social HQ and (2) User has paid the required deposit(s), fee(s) or other payment(s) associated with the use of the Studio.

ACCESS: The Social HQ Studio access and use must be within the date and time specified and agreed to by the Parties. User shall have access to all areas of the studio besides the back private office. User shall notify The Social HQ if additional time is required by User for preparation, decorating, and/or rehearsal time, as well as time to remove decoration, User's equipment, and other items. If rental time is exceeded a \$75 charge will be made for the extra time. The Social HQ agents, representatives, employees, or subcontractors have the right to be at the studio in the back private office during Users' access to the studio.

RIGHT OF ENTRY: The Social HQ reserves the right to enter and inspect the Studio at any time for any purpose during the use. User shall follow all directives from The Social HQ or its authorized agent.

CONDUCT: The User and guests shall not interfere with the regular use of The Social HQ Studio, the building and the adjacent areas on site by the public or other Studio guests. Excessive noise or other disruptive behavior is prohibited and anyone in violation will be subject to removal.

STUDIO USE FEE, AND/OR ADDITIONAL FEES: User agrees to pay to The Social HQ a non-refundable and non-transferable deposit equal to total Use Fee upon execution of this Agreement. If the User cancels, User shall forfeit the Deposit. User can reschedule for a \$100 rescheduling fee. If User exceeds the designated timeframe within the studio agreed upon by User and The Social HQ, User agrees to pay to The Social HQ at a rate commensurate to Fifty (\$50.00) dollars per hour.

RESPONSIBLE PARTY AND EVENT DEADLINE: The User shall be the “Responsible Party” and shall coordinate all event details with The Social HQ and agrees to complete this coordination no later than Five (5) days prior to the Event Date. The Responsible Party shall be the host and shall be in attendance throughout the period of use. The Responsible Party shall take all reasonable actions to assure use safety, to prevent damage to the Studio, equipment, fixtures, or property owned by The Social HQ within the Studio and to ensure compliance of the conditions, policies, rules and regulations as outlined herein or on an addendum, which shall be provided to User by The Social HQ prior to use, to be incorporated herewith.

RESPONSIBILITIES AND OBLIGATIONS OF USER:

1. User shall not violate any Federal, State, or local law, conditions, policies, rules and regulations.
2. User shall not make any alterations to the Studio, any fixtures, building systems, or equipment. At the end of the use, the Studio shall be left in a clean, safe condition. The User shall remove from the Studio all property and materials belonging to the User. If User damages the Creative Space, The Social HQ shall have the option of either (i) requiring User, at User’s own expense and risk, to restore the Creative Space to the condition existing prior to the use, or (ii) itself making the repairs and restorations to the Studio. The Social HQ shall have sole and complete discretion in deciding which option to exercise. If The Social HQ decides to itself make the repairs and restorations to the Studio, the costs for the same shall be borne solely by User. User shall reimburse The Social HQ for any repairs or restoration necessary to repair damages to the Studio caused by User or the attendees of the Event no later than Ten (10) business days after The Social HQ presents User with a written statement or invoice reflecting the nature and costs of the repairs.
3. User shall exercise care in the use of the Studio, and hereby agrees to keep the Studio in a clean and orderly condition and to remove all waste material at the conclusion of any use, unless The Social HQ agrees, in writing, to be responsible for cleanup, removal of waste or recycling.
4. User should consult with The Social HQ for a full overview of allowable decorations and signage items and to appropriately accommodate User’s needs. Decorations/signage which causes damage or additional cleaning requirements will result in additional charges to the User. All The Social HQ approved User decorations and all outdoor and indoor directional signage must be removed by the User immediately following the use, unless otherwise agreed to by The Social HQ in writing.

PERSONAL AND PROFESSIONAL PROPERTY OF USER: The Social HQ does not insure the personal or professional property of the User, its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.

NO ASSIGNMENT OR TRANSFER: This Agreement is non-assignable and non-transferable.

INDEMNIFICATION AND HOLD HARMLESS: User shall hold harmless, defend and indemnify The Social HQ, and its employees, officers, directors, volunteers and agents (collectively, the “Indemnified Parties”) from and against any and all liability, loss, damage, expense, costs, including without limitation attorney’s fees and fees of litigation, of every nature arising out of, or in connection with, or relating to User’s use of the Studio or its failure to comply with any of its obligations contained in this Agreement, including without limitation litigation and attorney’s fees, except such loss or damage caused by the sole negligence or willful misconduct of The Social HQ.

EVENT INSURANCE REQUIREMENTS: User shall procure and maintain for the duration of the use period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the User, users guests, agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by User with limits no less than \$1,000,000.00 with \$2,000,000.00 aggregate coverage per occurrence.

OTHER INSURANCE: The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Social HQ, and their employees, officers, directors, volunteers and agents are to be covered as additional insured with respect to liability arising out of the use of the Studio, including work or operations performed by or on behalf of the User and materials, parts or equipment furnished in connection with such work or operations.
2. For claims arising out of liability in connection with this Agreement and the User’s use of the Studio, the User’s insurance coverage shall be primary insurance relative to any general liability or self-insurance maintained by The Social HQ, and shall be considered solely as excess of the User’s insurance and shall not contribute with it.
3. The User’s Insurance Company agrees to waive all rights of subrogation against The Social HQ for losses paid under terms of any policy covering the Studio rental or any activities of the User, its guests, agents, representatives, employees or subcontractors.

COVERAGE VERIFICATION: If asked for, the user shall furnish The Social HQ with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements must be in place before use. If the certificates and endorsements are not completed, this Agreement shall become void and User shall have no right to use the Studio. The Social HQ may, in its sole discretion, decide not to approve or accept User’s insurance coverage in which event this Agreement shall be automatically and immediately void and User shall have no right to use the Studio.

HOMEOWNER’S INSURANCE: In certain cases, the User’s homeowner’s liability insurance may provide coverage sufficient to meet these requirements. User should provide these requirements to his or her agent to confirm and provide verification to The Social HQ.

RIGHT TO MODIFY INSURANCE REQUIREMENTS: The Social HQ reserves the right to modify these insurance requirements at any time without any advance notice, including limits, based on the nature of the risk, prior experience, prior events, insurer, coverage, or other special circumstances.

LIQUOR LIABILITY: If User intends to supply alcoholic beverages, the User’s general liability insurance shall include host liquor liability coverage. If User is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. User is prohibited from selling or having a vendor sell alcohol at The Social HQ studio. User must hold a valid liquor license for use of alcohol in the space.

FOOD POLICY: User is prohibited from selling or having a vendor sell food at The Social HQ studio.

NO WEAPONS AND/OR FIREARMS: All weapons and firearms are strictly prohibited at the Studio property.

ILLEGAL AND CONTROLLED SUBSTANCE: No User or any other person associated with User may use or have in his or her possession while at The Social HQ studio any illegal drug or controlled substance. It is your duty to inform any Users on property of this “Zero Tolerance” policy.

SPECIAL EQUIPMENT: The Social HQ assumes no responsibility for equipment used at the Event which is supplied by the User or any other party. The Social HQ reserves the right to approve equipment and equipment providers prior to Event commencing.

POLICE DETAIL AND/OR SECURITY: To the extent a police detail and/or security personnel is required for an event; User assumes responsibility of arranging for and the hiring of the police detail and/or security personnel. User agrees the police detail and/or security shall solely determine and control security arrangements for any Event including, but not limited to, the type and number of security personnel and placement and use of security personnel. User agrees to pay any cost associated with hiring a police detail and/or security.

VEHICLE PARKING AND UNLOADING: User and their guests must abide by all parking and traffic requirements and ordinances, including but not limited to passenger and equipment loading and unloading regulations, observance of authorized parking locations, payment of required fees, and display of vehicle parking permits. Payments of citations which result from parking and/or traffic violations are the sole responsibility of the User and its guests.

UNSUPERVISED MINORS: Unsupervised minors (persons under the age of 18) are not permitted to use or attend User's Event, unless authorized by The Social HQ.

NO SMOKING: Smoking is prohibited in The Social HQ Studio and outdoors within 20 feet of the Facility as well as at any other designated No Smoking area. A \$500 will be issued if smoke is detected.

NO FLAMES, FIRE, SMOKE, OR FOG MACHINES: Open flames and the burning of any materials, including incense is prohibited. Use of candles must receive advance approval and meet fire code regulations. Fog and/or smoke machines or other equipment, which may activate fire alarms, are prohibited in the Studio.

ANIMALS: Except for animals certified to assist disabled persons, animals must receive advance approval by The Social HQ and meet the Town of Londonderry ordinances. If The Social HQ grants written permission to have animals in the space, animals are not allowed on furniture.

TECHNOLOGY NEEDS: If the User has extraordinary need for bandwidth, technology equipment or access to the technology resources in excess of the services already provided. User must submit a written request explaining its particular technology needs to The Social HQ within Five (5) business days of the execution of this Agreement. The Social HQ in its sole discretion, shall approve or deny User's request.

OCCUPANCY LIMIT: The occupancy limit for the Studio shall not exceed 20 people until further notice.

STUDIO RATES: All prices are subject to change without notice and are not guaranteed, except for Users who have signed up for a monthly membership or have already reserved and/or paid for their studio time.

MONTHLY STUDIO MEMBERSHIP: User agrees to pay the following amount per month for the monthly membership with a three month contract agreement.

- 2 hours of studio time per month for \$170/month
- 4 hours of studio time per month for \$300/month
- 8 Hours of studio time per month for \$500/month

Monthly studio hours are non-transferable and only 2 hours roll over to next month. The rest of your hours must be used in the month in which they are provided. For additional hours monthly membership Users

will receive a discounted \$65/hour rate.

Monthly Memberships can be used in 1 hour increments. Monthly Memberships are non-transferable to other parties unless otherwise agreed upon in writing by The Social HQ.

HOUR RATES: As of 2/20/2022 our hourly rates are as follows.

- 2 hours of studio time for \$185
- 3 hours of studio time for \$265
- 4 hours of studio time for \$325
- 8 Hours of studio time for \$550

Hourly studio rates are listed above. Additional hours are \$75/per hour. Hours are non-transferable and must be used on your scheduled date. Users can only book in 2 hour increments.

CONCLUSION TIME AND ADDITIONAL TIME NEEDS: User agrees to conclude the use or event timely in order to prevent scheduling conflicts. If User requires additional time within the Studio and no scheduling conflict exists, use may be extended at the sole discretion of The Social HQ for the prices listed above. Notwithstanding the foregoing, User shall not exceed the prescheduled conclusion time, without the expressed or written permission of The Social HQ. If User exceeds the conclusion time, without the expressed permission of The Social HQ, thereby preventing a subsequent user, use of the Studio, User will be liable for damages to the subsequent user and The Social HQ.

SCHEDULING: The Social HQ reserves the right to establish, create and/or determine a scheduling system for each User, Event, Full and/or Half day Use.

CANCELLATION OR TERMINATION: This Agreement to use The Social HQ Studio is granted subject to observance of regulations. The Social HQ may cancel, terminate, or revoke this Agreement if User fails to timely comply with any pre-use requirement contained herein, for any violation of use conditions or regulations required by The Social HQ or governmental agency, or at any time for misrepresentation. The Social HQ may terminate any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of The Social HQ, would make the use unfeasible. Refunds of any Deposits and/or Studio Use Fees paid will be determined at the discretion of The Social HQ, on a case by case basis.

GOVERNING LAW AND JURISDICTION. The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by New Hampshire law.

ENTIRE AGREEMENT. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

REPRESENTATION AND WARRANTIES. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, business or any law or governmental regulation.

SEVERABILITY. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

WAIVER. The failure by either party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

LEGAL AND BINDING AGREEMENT. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

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Signature: Date: