

Studio Rental Agreement

This Studio Rental Agreement ("**Agreement**"), is made as of [DATE], by and between Maryland Public Broadcasting Commission (a/k/a Maryland Public Television), an agency of the State of Maryland ("**MPT**"), located at 11767 Owings Mills Boulevard, Owings Mills, Maryland 21117 ("**Premises**"), and [FULL LEGAL NAME OF LESSEE] ("**Lessee**"), with a principal place of business at [ADDRESS], regarding Lessee's rental of [NAME OF STUDIO] ("**Studio**") located on the Premises from MPT.

1. Rental and Fees.

1.1 Lessee commits to rent the Studio for Lessee's exclusive use for [NUMBER] eight-hour days (beginning at [8:00/9:00/10:00/[OTHER TIME]] a.m. and ending at [5:00/6:00/[OTHER TIME]] p.m. ("**Rental Hours**") starting on [DATE] and ending on [DATE] ("**Rental Period**"). All equipment drop-off and pick-up and all set-up, rehearsal, recording, clean-up, and breakdown must occur during Rental Hours during the Rental Period. If any of these activities occur at any other times, overtime charges as set out in MPT's rate card (attached as Schedule A and incorporated herein by this reference ("**Rate Card**") will apply.

1.2 The aggregate rental fee is \$[NUMBER] ("**Rental Fee**"), of which fifty percent (50%) Lessee shall pay MPT upon execution of this Agreement ("**Deposit**"). Lessee shall pay the Rental Fee balance [immediately after the Rental Period ends].

1.3 The Rental Fee includes the following, which will be available to Lessee during all Rental Hours during the Rental Period:

(a) Subject to Section 2.7, full, uninterrupted use of Studio.

(b) The following equipment:

[EQUIPMENT TYPE, BRAND, MODEL, QUANTITY]

(c) The following crew member(s) ("**Crew**"):

[CREW MEMBER ROLE, NUMBER]

1.4 Additional equipment, crew, and crew services are available as specified in the Rate Card. Requests for additions made after the start of the Rental Period may be granted, if at all, on an as-available, first-come, first-served basis, with all applicable fees payable to MPT in cash or by cashier's check at the time of the request, unless Lessee previously established an account with MPT.

1.5 Lessee shall pay all applicable taxes, shipping, and insurance charges.

1.6 Overtime charges and charges for additional equipment, crew, and services are as specified in the Rate Card.

2. Terms of Use.

2.1 Lessee is responsible for assessing the state of the Studio and its suitability for Lessee's purposes in a walk-through it may request from MPT. If Lessee fails to request or participate in a walk-through before the Rental Period, Lessee waives all rights to claim the Studio is unsuitable for its purposes or to seek damages relating to any unsuitability.

2.2 Subject to Section 1.3(b) and 1.3(c), if applicable, the Studio comes as a black box with sets and does not include cameras. The Lessee may use the sets in the Studio; however, the Lessee may not make any modifications to such sets.

2.3 Lessee shall use best efforts to prevent damage to the Studio and all equipment rented under this Agreement. Lessee is solely responsible for: (a) the conduct, safety, and well-being of all persons **and animals (if permitted in accordance with Section 2.5)** accompanying Lessee or Lessee's employees, contractors, representatives, or agents in the Studio or otherwise on the Premises; and (b) any damages or costs incurred as a result of the acts or omissions of Lessee, Lessee's employees, contractors, representatives, or agents, or any persons **or animals (if permitted in accordance with Section 2.5)** accompanying Lessee or Lessee's employees, contractors, representatives, or agents.

2.4 Lessee shall comply, and cause its employees, contractors, representatives, and agents to comply, with all: (a) policies and rules provided to Lessee by MPT, such as security procedures and rules related to use, storage, and disposal of hazardous substances and waste and other environmental matters; and (b) applicable local, state, and federal laws, regulations (including all applicable Occupational Safety and Health Administration regulations), and ordinances and any applicable union requirements.

2.5 Neither Lessee nor its employees, contractors, representatives, or agents will undertake in the Studio or otherwise on the Premises any dangerous or negligent activities. Unless MPT provides prior written consent, which it may grant or withhold in its sole discretion, use of MPT audiences, **animals, stunts, hazardous materials, spray paint equipment, open flames, smoke machines, explosives, automobiles, combustion engines, helium balloons, confetti, and pyrotechnics** in the Studio or otherwise on the Premises is strictly prohibited. Smoking in any form (i) anywhere in the Studio is strictly prohibited and (ii) on the Premises may only take place in the designated parking areas.

2.6 Neither the shoot for which Lessee rents the Studio nor any activities of Lessee or its employees, contractors, representatives, or agents in the Studio or otherwise on the Premises may include or involve pornography. Lessee agrees that all Lessee employees, contractors, representative, and agents, including talent, are of legal age for the activities in which they will engage in the Studio or otherwise on the Premises.

2.7 MPT employees or agents may be present in the Studio and otherwise on the Premises at any time, including during Rental Hours within the Rental Period.

2.8 At the end of the Rental Period, Lessee shall:

(a) vacate the Studio and Premises, leaving the Studio in the same condition as it was received at the start of the Rental Period, cleaned and cleared of all materials brought by Lessee and Lessee's employees, contractors, representatives, and agents and free of all trash, tape, and residue. All goods and materials, including any equipment, sets, set pieces, and props, brought by Lessee and remaining in the Studio or otherwise on the Premises after the Rental Period ends will be deemed abandoned; and

(b) return all equipment rented under Section 1 and any other MPT property in the same condition and appearance as received.

2.9 MPT may charge Lessee for cleaning, refinishing, painting, waste removal, and storage charges if Lessee leaves trash, stains, residue, sets, set pieces, props, equipment, or other items in the Studio or otherwise on the Premises at the end of the Rental Period.

2.10 Lessee will be responsible for the full replacement cost of any MPT property, including equipment rented under Section 1, damaged, lost, stolen, or destroyed during the Rental Period.

2.11 MPT assumes no liability for any equipment Lessee or its employees, contractors, representatives, or agents bring to the Studio or Premises. If any equipment (including equipment rented under Section 1.3(b) and any equipment rented under Section 1.4) or materials are damaged, lost, stolen, or destroyed or any person is injured or dies in the Studio or otherwise on the Premises during the Rental Period (each a "**Liability Event**"): (a) Lessee shall promptly notify MPT of the Liability Event and file all necessary accident reports, including those required by MPT and the applicable insurer(s); (b) Lessee and its employees, contractors, representatives, and agents shall cooperate fully with MPT and the applicable insurer(s) in the investigation and defense of any claims relating to the Liability Event; and (c) Lessee shall promptly deliver to MPT any documents served or delivered to Lessee or its employees, contractors, representatives, or agents relating to the Liability Event.

3. Ownership. As between MPT and Lessee, Lessee is and will be the sole and exclusive owner of all right, title, and interest in and to all photographs, video, audio recordings, and other depictions made hereunder in any and all media and formats whether now or hereafter known or devised ("**Recordings**"), including all copyrights and other intellectual property rights therein, and including the right to exploit the Recordings in connection with the production for which they are made and advertising and promotion therefor, without consent from or any royalty, payment, or other compensation to MPT.

4. Screen Credit.

Subject to Lessee and licensee policies and approvals, MPT will be accorded screen credit in the form "Filmed at Maryland Public Television, Owings Mills, Maryland" on any project produced that includes footage recorded under this Agreement.

5. Insurance.

5.1 Lessee shall procure and at all times during the Rental Period maintain, at its sole cost and expense, a commercial general liability insurance policy (with limits no less than \$2,000,000 per occurrence, including bodily injury and property damage) and an all-risk property insurance policy for miscellaneous equipment, props, sets, wardrobe, and any other equipment or property rented by Lessee (with coverage written on a 100% replacement cost value), which policies will include contractual liability coverage insuring the activities of Lessee under this Agreement. These insurance policies must:

- (a) be issued by reputable national insurance companies with Best's Ratings of no less than A;
- (b) provide that such insurance is primary and any similar insurance in the name or for the benefit of MPT is excess and non-contributory;
- (c) name MPT and the MPT Foundation, Inc., and their respective officers, directors, employees, representatives, and agents, as additional insureds;
- (d) include a severability of interest clause;
- (e) waive any right of subrogation; and
- (f) provide that the insurance carriers give Lessee and MPT at least 30 days' prior written notice of cancellation or non-renewal of policy coverage.

5.2 Lessee shall provide MPT with a copy of the certificates of insurance and any policy endorsements and will not do anything to invalidate such insurance. Lessee shall provide MPT 30 days' prior written notice of any cancellation or non-renewal of any policy coverage; provided that, prior to such cancellation, Lessee shall have new insurance policies in place that meet the requirements of this Section 5.

6. MPT Responsibilities, Liabilities, and Disclaimer.

6.1 The equipment MPT provides under Section 1 will be in working condition when MPT initially provides it to Lessee hereunder, but subject to Section 6.2, MPT makes no warranties or guarantees about its functionality or suitability for Lessee's purposes.

6.2 MPT will be responsible if any equipment MPT rents to Lessee under Section 1 fails to function in accordance with local MPT and equipment rental industry standards solely due to a cause other than the acts or omissions of Lessee or Lessee's employees, contractors, representatives, or agents. In the event of any such failure, at Lessee's election, MPT shall either: (a) reimburse Lessee the rental fee for the applicable equipment, prorated based on the number of hours lost due to the failure; or (b) after MPT corrects the failure, and for no additional fee, book the Studio and applicable equipment for the Lessee's use in

accordance with the terms hereof for the number of hours (or portion thereof) lost due to the failure.

6.3 MPT is not responsible for any equipment Lessee brings to the Premises that is damaged, lost, stolen, or destroyed while in the Studio or otherwise on the Premises.

6.4 If MPT's normal operations are materially hampered or otherwise materially interfered with by any act beyond MPT's control, including, without limitation: (a) act of God; (b) flood, fire, earthquake, or explosion; (c) epidemic or pandemic; (d) embargo, war, invasion, hostility (whether war is declared or not), terrorist threat or act, riot, or other civil unrest or disturbance; (e) any municipal, county, state, national, or international ordinance, order, or law; (f) any executive, administrative, judicial, or similar order; (g) national or regional emergency; (h) strike, labor stoppage or slowdown, or other industrial disturbance; (i) shortage of adequate power or transportation facilities; and (j) other events beyond MPT's reasonable control (individually and collectively, "**Force Majeure Events**"), then MPT may at any time upon written notice to Lessee terminate this Agreement or postpone the start of the Rental Period for the duration of the applicable Force Majeure Events.

7. Relationship of the Parties. This Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship, or any other form of joint enterprise, employment, or fiduciary relationship between MPT and Lessee for any purpose. Neither party has or will have authority to bind the other party, and neither party will hold itself out as having such authority. Neither party will make any agreements or representations on the other party's behalf without the other party's prior written consent.

8. Assignment. Neither party may assign or otherwise transfer any rights, or delegate, subcontract, or otherwise transfer any obligations or performance, under this Agreement without the prior written consent of the other party. Any purported assignment, delegation, or transfer in violation of this Section is void.

9. Indemnification.

9.1 Lessee shall indemnify, defend, and hold harmless MPT and its commissioners, officers, employees, and agents, and the State of Maryland (collectively, the "Indemnified Parties") from and against any and all claims, obligations, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, whether or not involving a third party claim, arising from or relating to (a) any breach or alleged breach hereof by Lessee; and (b) any acts or omissions by Lessee or Lessee's employees, contractors, representatives, or agents. Lessee shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the Indemnified Parties or that adversely affect their rights or interests, without MPT's prior written consent.

9.2 Neither MPT nor the State of Maryland has an obligation to provide legal counsel or defense to Lessee in the event that a suit, claim or action of any character is

brought by any person not party to this Agreement against Lessee as a result of or relating to Lessee's obligations under this Agreement.

9.3 Lessee shall (i) immediately notify MPT of any claim or suit made or filed against Lessee regarding any matter resulting from or relating to Lessee's obligations under the Agreement, and (ii) without limiting its obligations under Section 9.1, will cooperate, assist, and consult with MPT in the defense or investigation of any claim, suit, or action made or filed by a third party against MPT or the State of Maryland as a result of or relating to Lessee's performance under this Agreement.

10. Default and Termination. MPT may, in its sole discretion, declare Lessee in default if: (a) Lessee fails to perform any of its obligations hereunder, including its obligation to make payments under Section 1.2; (b) Lessee becomes insolvent or admits its inability to pay its debts generally as they become due, becomes subject to any proceeding under bankruptcy or insolvency law, is dissolved or liquidated or takes any corporate action for such purpose, makes a general assignment for the benefit of creditors, or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell a material portion of Lessee's property or business; or (c) subject to Section 5.1(f) and Section 5.2, any insurance policy Lessee obtains as required under Section 5 expires or is cancelled. If Lessee is in default hereof, MPT may, in its sole discretion: (x) terminate the Agreement and Lessee's rights hereunder, provided that this termination will not constitute a waiver of any of Lessee's obligations hereunder, including Lessee's obligation to make all payments hereunder to MPT; and (y) demand immediate payment of any balance of the Rental Fee and any other unpaid fees and charges payable by Lessee hereunder (plus, for any default due to failure to make payments hereunder, interest at 10% per annum from the date of notification of default to the date of payment). Lessee agrees to reimburse MPT for all reasonable expenses of any enforcement of MPT's rights and remedies hereunder.

11. Non-Discrimination in Employment. Lessee agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment.

12. Harassment. Lessee, including its employees, agents, and representatives, shall not engage in any form of harassment with respect to any persons with whom they may interact in the performance of this Agreement, and Lessee shall take all reasonable steps to prevent harassment from occurring. Harassment includes, but is not limited to, any unwanted, unwelcome, or inappropriate physical or verbal behavior that is known or ought reasonably to be known to offend, intimidate, or humiliate a person.

13. Miscellaneous.

13.1 This Agreement is the sole and entire agreement of the parties hereto regarding the subject matter herein and supersedes all prior and contemporaneous understandings, representations, and warranties, whether written or oral, regarding such subject matter. The parties may not amend this Agreement except by a written instrument signed by both parties,

and, if required by §10-305 of the State Finance and Procurement Article of the Maryland Annotated Code, the Board of Public Works (or its designee), and any waivers relating to this Agreement must be written and signed by the party to be charged.

13.2 Lessee may not assign this Agreement or sublease the Studio without MPT's prior written consent, and, if required by §10-305 of the State Finance and Procurement Article of the Maryland Annotated Code, the Board of Public Works (or its designee).

13.3 Each party shall deliver all notices under or relating to this Agreement in writing, either in person, by certified or registered mail, return receipt requested and postage prepaid, by email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses, respectively, as follows:

If to MPT: Maryland Public Television
11767 Owings Mills Boulevard
Owings Mills, MD 21117-1499
Attention: [NAME], [TITLE]
[EMAIL]

With a copy to:
(which copy shall not
constitute notice) Lara L. Hjortsberg
Principal Counsel
11767 Owings Mills Boulevard
Owings Mills, MD 21117-1499
lhjortsberg@mpt.org

If to Lessee: [NAME OF LESSEE]
[ADDRESS]
[CITY], [STATE] [ZIP]
Attention: [NAME]
[EMAIL]

(or to such other address that the receiving party may designate in writing from time to time in accordance with this section).

13.4 All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

13.5 If any Agreement term or provision is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate such term or provision in any other jurisdiction.

13.6 MPT's remedies hereunder are cumulative, and MPT's pursuit of one remedy will not be deemed a waiver of any other remedy.

13.7 Section and subsection headings herein are for convenience only and will not be used to interpret this Agreement or any provision hereof or otherwise be given any legal effect.

13.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same Agreement. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile, electronic signature, or other means of electronic transmission by any party to any other party, and the receipt of which shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

MARYLAND PUBLIC BROADCASTING COMMISSION **[LESSEE]**

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE A

Rate Card

[PRODUCTION PACKAGE]	[\$[NUMBER] per day
[EQUIPMENT PACKAGE]	[\$[NUMBER] per day
[EQUIPMENT]	[\$[NUMBER] per day
[OTHER ITEMS]	[\$[NUMBER]
[NUMBER] [CREW ROLE]	[\$[NUMBER] per day*

*Daily crew rates are based on a 8-hour day.

CREW OVERTIME CHARGES	150% of the applicable hourly rate after 8 hours; 200% of the applicable hourly rate after 12 hours. The applicable hourly rate is calculated by dividing the applicable daily rate by [eight].
-----------------------	---

STUDIO OVERTIME CHARGES	[DESCRIPTION OF OVERTIME CHARGES]
-------------------------	-----------------------------------