

Studio Terms and Conditions of Booking and Use

These Terms and Conditions ("Terms") govern the reservation, rental, access to, and use of the Focus Point Creative studio facilities (the "Studio") by the individual and/or organization making the reservation (the "Renter"). By booking, entering, or using the Studio, the Renter agrees to comply with these Terms and confirms that all persons in the Renter's party will comply with these Terms.

1. Eligibility and Adult Supervision

All Studio bookings must be made by, and overseen onsite by, an adult who is at least eighteen (18) years of age. The Renter is responsible for ensuring appropriate supervision of any minors present at the Studio at all times. Focus Point Creative may deny access or terminate a session if an adult (18+) is not present and actively supervising the booking.

2. Booking Window, Access, and Studio Rules

The reserved time window includes all activities, including load-in, setup, shooting/recording, breaks, teardown, cleanup, and load-out. Access to the Studio is limited to the time reserved unless otherwise approved in writing by Focus Point Creative. Capacity limits, parking instructions, noise policies, and any posted Studio rules must be followed at all times.

3. Overtime and Time Beyond the Reservation

Any time used outside of the initial booking time (including early arrival, late departure, or time required for cleanup beyond the reserved window) will be charged at the then-current published hourly rate, billed in one-hour minimum increments. Overtime and additional time charges are due upon checkout and will be processed to the credit card on file unless the parties agree in writing to a different method.

4. Payments, Credit Card on File, and Authorizations

A valid credit card must be kept on file for all bookings. Focus Point Creative may require full payment in advance and/or place an authorization hold for estimated charges, overtime, cleaning, damages, or incidentals. The Renter authorizes Focus Point Creative to charge the credit card on file for amounts due under these Terms.

5. Cancellations, Rescheduling, and No-Shows

Cancellation and rescheduling policies, including any applicable fees, are as posted or as provided in the booking confirmation. If the Renter does not arrive and begin use within a reasonable period after the scheduled start time, the booking may be treated as a no-show, and all applicable fees will apply. Focus Point Creative may reschedule or cancel a booking for safety, maintenance, or operational reasons; in such cases, Focus Point Creative will use commercially reasonable efforts to provide a comparable alternative date/time or refund prepayments for unused Studio time.

6. Prohibited Activities; Illegal Conduct; Adult Material

The Studio may be used only for lawful purposes. The following are strictly prohibited on or in connection with the Studio, the property, or the parking areas:

- Any illegal activity under federal, Maryland, or local law, including but not limited to possession, use, distribution, sale, or manufacture of illegal drugs or controlled substances;
- Any activity involving weapons that is unlawful or violates posted Studio rules;
- Use of the Studio to create, possess, distribute, or transmit any "adult" or sexually explicit material that is illegal in Maryland or under federal law, including (without limitation) any sexually explicit content involving minors, non-consensual content, or any other content prohibited by applicable law;
- Prostitution, human trafficking, or any commercial sex act;
- Smoking/vaping (including cannabis products) in any indoor area or in the parking lot;
- Open flames, pyrotechnics, fog/haze, stunts, or hazardous activities without prior written approval;
- Harassment, threats, violence, or conduct that is unsafe or disruptive.

Focus Point Creative reserves the right to refuse service, deny entry, end a session immediately, and contact law enforcement if prohibited or illegal activity is suspected or observed. No refunds will be issued for time lost due to termination for cause.

7. Responsibility for Releases, Waivers, and Documentation

The Renter is solely responsible for obtaining, maintaining, and producing upon request all releases, waivers, permissions, and documentation required for the Renter's activities, including but not limited to model releases for any persons captured on camera, parental/guardian consents for minors, and any permits or licenses required for the production. Focus Point Creative does not provide legal advice and does not verify the sufficiency of the Renter's releases, waivers, or documentation.

8. Damage, Loss, and Cleaning Charges

The Renter is responsible for the actions of all persons in the Renter's party and for any damage to the Studio, furnishings, fixtures, equipment, props, or other property caused by the Renter or any guest, invitee, contractor, or vendor of the Renter. All damage and replacement/repair costs will be charged to the credit card on file. If damage is discovered after checkout, the Renter authorizes Focus Point Creative to charge the credit card on file for documented repair, replacement, cleaning, and administrative costs.

The Renter must leave the Studio in the condition it was received, including proper disposal of trash and return of moved items to their original positions unless instructed otherwise. Excessive cleaning, unauthorized glitter/confetti, spills, or improper disposal may result in additional cleaning fees.

9. Equipment, Personal Property, and Studio Assets

Unless specifically stated in writing, the Studio rental is for the use of the space only. Any Studio equipment made available is provided "as-is" and must be used safely and as instructed. The Renter is responsible for all personal property and third-party equipment brought into the Studio. Focus Point Creative is not responsible for loss, theft, or damage to the Renter's or guests' personal property.

10. Safety, Compliance, and Right to Enter

The Renter must comply with all posted safety instructions and any directions from Studio staff. Focus Point Creative may enter the Studio at any time for safety, security, maintenance, or operational reasons. The Renter may not block exits, disable safety devices, or tamper with alarms, cameras, locks, or building systems.

11. Assumption of Risk; Limitation of Liability

Use of the Studio may involve risks, including risks associated with electrical equipment, trip hazards, moving furniture, and production activities. To the fullest extent permitted by law, the Renter assumes all risks arising from the booking and use of the Studio and releases Focus Point Creative, its owners, employees, contractors, and agents from claims for injury, loss, or damage arising from the Renter's or guests' use of the Studio, except to the extent caused by Focus Point Creative's gross negligence or willful misconduct.

To the fullest extent permitted by law, Focus Point Creative will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, lost data, or business interruption, arising from or related to the booking or use of the Studio.

12. Indemnification

The Renter will defend, indemnify, and hold harmless Focus Point Creative and its owners, employees, contractors, and agents from and against any claims, demands, actions, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to (a) the Renter's booking or use of the Studio; (b) any act or omission of the Renter or any person in the Renter's party; or (c) the Renter's breach of these Terms.

13. Insurance

Focus Point Creative recommends that the Renter carry appropriate insurance for the intended activities, including commercial general liability and coverage for equipment and personal property. Focus Point Creative may require proof of insurance for certain activities or productions.

14. Privacy and Security

The Studio and common areas are monitored by security cameras for safety and security purposes. The Renter must not record or photograph other renters, staff, or guests in common areas without their permission. The Renter is responsible for maintaining the privacy and confidentiality of any content created during the booking.

15. Force Majeure

Focus Point Creative will not be liable for failure or delay in performance due to events beyond its reasonable control, including power outages, severe weather, government actions, labor disputes, or other force majeure events. If a force majeure event materially affects a booking, Focus Point Creative will work in good faith to reschedule or provide an appropriate credit.

16. Governing Law; Venue

These Terms are governed by the laws of the State of Maryland, without regard to its conflict-of-laws rules. Any dispute arising out of or related to these Terms or the Studio will be brought in the state or federal courts located in Maryland, and the parties consent to such jurisdiction and venue.

17. Severability; Entire Agreement; Changes

If any provision of these Terms is held unenforceable, the remaining provisions will remain in full force and effect. These Terms, together with the booking confirmation and any written addenda issued by Focus Point Creative, constitute the entire agreement regarding the booking and use of the Studio. Focus Point Creative may update these Terms from time to time; the version in effect at the time of booking will apply unless otherwise stated in writing.

Acknowledgement and Agreement

By signing below, the undersigned represents and warrants that they are authorized to bind the Renter/organization, and agrees to these Terms and Conditions on behalf of the Renter and all persons in the Renter's party.

Organization Name: _____

Name: _____

Title/Position: _____

Signature: _____

Date: _____

Email and Phone: _____

Questions or notices: create@focuspointcreative.com | +1 443-222-0594