

# SAMPLE

## STUDIO RENTAL CONTRACT

Rehearsal Studio Rental Procedure and Rates - Studios 20, 40, 60, 220, 240, 260, 262 and Building Use Regulations are attached to this Contract and made a part hereof. Renter agrees to all terms and conditions therein.

Renter must disclose all potential liability issues including nudity, adult content, and the use of any potentially dangerous props or other equipment at the time of the signing of the contract.

<b>Rental Studio Number:</b>		<b>Rental Dates/Times:</b>	
<b>Studio to be used for:</b>			
<b>Estimated number of Attendees:</b> <b>(To be completed by renter)</b>	Estimated # of Minors _____ Estimated # of Adults: _____ Liability waivers must be submitted on all attendees. See page 4 & exhibit C-1 & C-2		
<b>Total Rental Cost:</b>			
<b>Rental Info Summary:</b>			
<b>Renter's Name:</b>			
<b>Renter's Address:</b>			
<b>Contact Person:</b>		<b>Telephone:</b>	
<b>Email:</b>		<b>Fax:</b>	
<b>Notes:</b>	_____ will be here that day contact information is _____@utah.edu		
	Work # _____ Cell # _____ (to be used only on _____)		

**University of Utah SCHOOL OF DANCE Studio Rental Procedure and Rates**  
**Alice Sheets Marriott Center for Dance**

1. The prospective renter sends a completed contract to the School of Dance with all information requested completed. Telephone requests will be booked and held for a period of 10 working days. If the signed contract and non-refundable Administrative Fee are not received within the 10-day period, the date/time could be released to another renter. Studio availability is limited to dates/times when school is not in session.

Upon approval of the rental, a signed copy will be returned to Renter in confirmation of the agreement.

2. **Rental Rates** (a worksheet is included on page 6 showing a breakdown of charges.)

**Regular Rates, per studio**

\$15	registration time (hourly-space only)	** <i>University of Utah Entity Rates, per studio</i>
\$30	per hour (hourly rate)	\$15 per hour (hourly rate)
\$200	per day (8 hours)	\$100 daily rate (8 hours)
\$750	weekly rate, M-F, (8hrs/day, 5 days)	\$400 weekly rate, M-F (8hr./day, 5 days)
\$2000	weekly rate for all three studios, M-F	\$1000 weekly rate for all three studios, M-F

\*\*Those eligible to receive “*University of Utah Entity Rates*” are:

1. Anyone teaching part-time at the University of Utah in an academic department as long as it is during his/her paid teaching semester. (AOCE faculty are not eligible.)
2. University of Utah Department of Ballet & Modern Dance alumni as determined by the School of Dance Director. Must have graduated with a BFA or MFA from the department.
3. Visiting universities or organizations as determined by the School of Dance Director.
4. RDT, Ballet West, Ririe Woodbury, and CDT

**Additional Fees**

A **mandatory cleaning fee of \$75.00 per day** will be charged in addition to the studio rate.

This fee does not include picking up litter left from the rental. Picking up litter is the renter’s responsibility.

**Administrative Fee:** contract administration, opening & closing of building, building monitoring (authorized adult for Minors on Campus policy) & emergency contact the day of the rental, set up of tables (up to 2\*) and chairs (up to 4\*), will be charged at a rate of **\$36.00 per hour, DUE upon signing of the contract and is non-refundable. A written list of additional services you will require must be provided on the contract 2 weeks prior to the rental. (Minimum 1.5 hours X \$36 = \$54.00 (:30 minutes for Contract, Building opening :30 minutes prior to registration or start time and :30 minutes building lock-up. Mandatory 1.5 hours @ \$36 = \$54.00. Administrative Additional Hours will equal the actual time you occupy the building.)**

**Musicians** are available at a rate of \$75.00 (1 hr. min) per hour per pianist. Please request musicians at the time of this agreement so that we can arrange for them to play on your requested dates. **Sound equipment** is available at the rate of \$10.00 per hour.

**ALL PERSONNEL CHARGES WILL BE PAID BY THE RENTER IF RENTAL IS NOT CANCELLED IN WRITING A MINIMUM OF 7 Working Days PRIOR TO THE EVENT.**

3. All renters must strictly abide by the Building Use Regulations for all studio rentals. Access to the building/studio(s) will only be guaranteed for specific dates and times as requested.

4. The proof of liability insurance certificate and payment in full is due at least 10 days prior to the date of the rental period. Make checks payable to: U of U School of Dance. The renter is responsible to make known to all participants, parents/guardians that the Renter is responsible for all liability, damages, and risk associated with the activities they are presenting in the building.

5. Damage assessment decisions rest with the director of the School of Dance. The renter is responsible for acquainting all participants/patrons with the MCD Building Use Regulations. The renter is financially responsible for any repairs required due to damage caused by renter’s participants using the MCD facilities. A separate billing will be issued for any damages.

## **ALICE SHEETS MARRIOTT CENTER FOR DANCE BUILDING USE REGULATIONS**

The Marriott Center for Dance welcomes your organization as a guest in our building. In order to preserve the beauty and function of our building we have established regulations for use of this building and surrounding area. We expect your organization to show respect for this facility and the administration by adhering to the regulations set forth. This building is part of the University of Utah and is governed by its policies and procedures.

### **SECURITY:**

- ❑ The studios are locked down during the academic year, August to May, from 10:00 pm to 5:00 am. Any change in these hours must be arranged through the Administration Office located in room 106.
- ❑ All studios are equipped with a panic button for major emergencies. When activated police, fire fighters, and paramedics will respond. **USE ONLY IN AN EMERGENCY.**

### **REGULATIONS:**

- ❑ Administrative office space and support are not provided under the rental agreement unless noted. If your organization is in the building during normal business hours you should contact the employee designated to your rental for any additional needs you may have.
- ❑ **No street shoes, tap shoes, ballroom shoes, etc., which may damage the floor, are to be worn in studios without written permission. You will be liable for all repairs should damage occur.**
- ❑ No smoking inside the building. Smoking is permitted outside of the building 25 feet from any door. This is a state law.
- ❑ At the completion of your performance/rental, your organization is responsible for turning out lights when you leave the studios and dressing room areas.
- ❑ Outside doors ***may not be propped open*** at anytime.
- ❑ Do not post notices on walls, glass doors, windows, nor tape any messages to nor write on woodwork. Postings on bulletin boards must have prior administrative approval.
- ❑ No food or liquids are permitted in the theatre, studios, dressing rooms, or any carpeted area. Food may be eaten outside the building or in the hallways that are cement.
- ❑ Food or refreshments must have prior approval of the administration and be included in the rental agreement at the time of signing. You will be responsible to pay additional cleaning fees should food soil the carpets or be taken into the studios.
- ❑ You and your organization are responsible for picking up trash and debris left by your patrons after your performance/rental is completed. This includes the stage, dressing rooms, hallways and outside of the building.
- ❑ The University is not responsible for lost or stolen articles. Please leave valuables at home. Keep personal belongings locked in a locker or with you.
- ❑ Contact the designated contact person, stage manager, or house manager if you observe anyone not abiding by the guidelines set forth.
- ❑ Any use of studios, rooms or theatre other than those specified in this contract must be arranged through a separate rental agreement.

### **RESTROOM AREAS:**

- ❑ Public restrooms are **not** to be used for changing costumes or applying make up. The dressing rooms located on the entrance level are for this purpose.

### **BUILDING PERIMETER:**

- ❑ If your performers eat outside, it is your responsibility to make sure all trash is placed in the dumpster or garbage cans.

As the renter or representative of the rental organization, I have read, understand and agree to abide by all regulations set forth by the attached Alice Sheets Marriott Center for Dance Building Use and Regulations. I understand that failure to abide by these regulations will result in my immediate dismissal from the premises, non-renewal of future contracts, loss of a portion or the entire security deposit, and I will be required to pay for any damages or cleanup incurred from any act or omission of any person brought into the building in connection with my rental and use of the theatre and/or studios.

## **LIABILITY/INDEMNIFICATION**

Renter agrees to conduct its activities upon the Premises so as not to endanger any person or property, including without limitation the Building and the Premises and all furnishings, fixtures, or equipment thereon. Renter shall hold harmless, defend and indemnify the University of Utah, the State of Utah, and their respective trustees, officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to reasonable attorneys' fees, bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Agreement by Renter, (b) Renter's use of and activities in connection with the Building and the Premises, or (c) any act, error, or omission on the part of the Renter, or its agents, employees, invitees, guests or subcontractors who provide any materials or perform any operation relative to this Agreement except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University of Utah, its officers, employees or agents.

## **UNIVERSITY MINORS ON CAMPUS/INDIVIDUAL LIABILITY WAIVERS (New University Policy)**

**Renter agrees to comply with the U of U Policy 1-015 Safety of Minors Participating in University Programs or Programs Held on University Premises (see <http://regulations.utah.edu/general/1-015.php>) and all applicable related rules and procedures, including but not limited to registering the program and obtaining required background checks and training for adults working with children. Any concerns about any misconduct in connection with the Event must be reported to the University's Office of Equal Opportunity and Affirmative Action at (801)-581-8365. Renter agrees to have all participants sign a waiver substantially in the form attached hereto as Exhibit C (as applicable, Exhibit C-1 for minor participants and Exhibit C-2 for adult participants).**

## **INSURANCE/BACKGROUND CHECKS**

Renter shall provide the School of Dance with full names and verifiable copies of background checks of all adults, including volunteers, who will be supervising minors that are participating in the activity, performance, or workshop. Background checks MUST have been completed within 3-years of the rental. These will be sent to Risk Management and OEO for approval, should they not be acceptable, renter understands that they will be responsible for all costs of background checks through the University of Utah system or in hiring approved University Staff to fulfill the Utah State Laws on Minor Protection and the University Policy of Minors on Campus. Authorized Adults MUST also complete the "Minors on Campus" online training and submit proof of completion. These documents must reach us a **minimum of 14 days** prior to the rental, no exceptions. **(Item #1)**

Renter shall have in force commercial general liability insurance coverage that includes coverage for injury to Minors participating in the Event, including incidents of sexual misconduct, and coverage for Renter's contractual obligation to indemnify the University. Exceptions to this insurance requirement may only be granted by the University Risk and Insurance Manager in appropriate circumstances, and only if all other requirements of the University of Utah's Safety of Minors Policy have been met. Renter is required to retain written documentation of any granted exception.

Renter shall maintain Commercial General Liability insurance, with No Exemptions and inclusive of Sexual Abuse AGG, with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Renter shall also maintain, if applicable to Renter's operations or performance under this Agreement, Liquor Liability insurance for any activities involving the consumption of alcohol on the Premises that may be approved, and Business Automobile Liability insurance covering Renter's owned, non-owned and hired motor vehicles. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

Renter shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this Agreement. Renter shall also maintain "all risk" property insurance at replacement cost applicable to Renter's property or its equipment. The University may also require Renter to provide other insurance coverage as may be reasonable relative to the nature of Renter's activities within the Building and Premises.

Renter's insurance carriers and policy provisions must be acceptable to the University' Risk and Insurance Manager and remain in effect for the duration of the Agreement. The University of Utah and the State of Utah shall be named as additional insured parties on the Commercial General Liability and any Liquor Liability insurance policies. Renter will cause any of its subcontractors, who provide any materials or perform any operation relative to this Agreement, to also maintain the insurance coverage and provisions listed above. For example, if alcohol, including without limitation beer and wine, is permitted to be served on the Premises, which permission the University may withhold in its discretion, the caterer serving alcohol must provide a certificate of insurance for Liquor Liability at the above liability limits and list the State of Utah, the University of Utah, and Renter as additional insured parties.

Renter shall submit certificates of insurance as evidence of the above required insurances to the University prior to the commencement of this Agreement (mail to: **The University of Utah, Office of Risk and Insurance Management, Room 408, Salt Lake City, Utah 84112-9023, Attn: Risk Manager.**) Such insurance certificates shall be submitted to the University no later than 48 hours after execution of this Agreement and shall provide the University with not more than thirty (30) calendar days written notice prior to the cancellation of coverage, sent to the above address.

**Liability regulations understood \_\_\_\_\_(Renter initials)**

**CANCELLATIONS**

Neither the University of Utah nor the School of Dance is responsible for renter cancellations due to weather, lack of participation, or any other reason(s). Rental charges will still be made if the rental is not cancelled on or before 7 working days before the date(s) requested. If the MCD facilities are closed by the University of Utah for any reason, a full refund less the non-refundable additional services/administration fee will be given, no other compensation or consideration will be made.

**ADMISISTRATIVE MINIMUM OF \$37.50 NON-REFUNDABLE FEE IS TO BE SENT WITH THE ORIGINAL SIGNED CONTRACT.**

**Proof of liability insurance and BALANCE payment in-full of estimated amount, must be provided to the School of Dance a minimum of 10 working days prior to the rental. If these items are not received within the time period stated, I understand that my rental may be cancelled without further notice. Outstanding balances and fines for damages are subject to a fee of 10% of the balance due for each month it is outstanding. Renter also agrees to pay all collection costs and attorney fees should collections be required.**

**A copy of the attached liability waiver will be sent to participants and will be collected by a School of Dance employee prior to the beginning of the event. ALL participants must have a sign liability waiver in order to participate.**

**A School of Dance, authorized adult will be in attendance at the time of your event negating the necessity for item #1 on page 4.**

**All payments to University of Utah employees will be made through the School of Dance. No personal payments are to be made.**

X \_\_\_\_\_  
Requestor of Rental/Organization Representative

\_\_\_\_\_  
Date

X \_\_\_\_\_  
University of Utah School of Dance Representative

\_\_\_\_\_  
Date

Office Use Only
<input type="checkbox"/> Payment of \$_____ received.
Date: _____
Check # _____
<input type="checkbox"/> Proof of liability insurance received.

**Rental Cost Worksheet (Return a copy with your agreement)**

Studios are located in the Marriott Center for Dance, 330 South 1500 East, Salt Lake City, UT. **A map of the building location is available on the University of Utah Website [www.utah.edu](http://www.utah.edu)** (click map and enter MCD in the search box). Participants in your program should enter through the north door of the building, located just off of the paid parking area. Paid parking is available some free parking may also be available on Saturday or Sunday as designated by the university. Signs will be provided in the MCD directing your participants to the appropriate studio.

	<b>Hours Needed</b>	<b>Cost per Hour</b>	<b>Total</b>
Registration	_____ X	\$15.00/hour	\$ _____
Studio #	_____ X	\$30.00/hour	\$ _____
Administrative Fee (minimum) 1.5 Hours	X	\$36.00/hour**	\$ 54.00
Administrative (additional hours) _____ Hour(s)	X	\$36.00/hour**	\$ _____

Due with signed contract (Non- Refundable)

**(\*\*Due at the time of contract signing– non refundable - :30 minutes for contract, Building opening :30 minutes prior to registration or start time and :30 minutes building lock-up. Minimum 1.5 hours @ \$36 = \$54.00 Administrative Additional Hours will be the actual number of hours you occupy the building. This should equal Registration + Studio Time.)**

**Cleaning Fee (Mandatory) \$75.00 per day** **\$75.00**

**Additional Services:**

**Please list specific needs: # \_\_\_\_\_ Tables \_\_\_\_\_ Inside Studio \_\_\_\_\_ Outside Studio**  
**# \_\_\_\_\_ Chairs \_\_\_\_\_ Inside Studio \_\_\_\_\_ Outside Studio**

*(Up to 2 Tables and 4 Chairs are included in rental. AV Equipment is not included.)*

**Additional # \_\_\_\_\_ Chairs @ \$2.00 each + # \_\_\_\_\_ Tables @ \$10.00** \$ \_\_\_\_\_

Pianist(s) # \_\_\_\_\_  Drummer(s) # \_\_\_\_\_  
 Accompanist \_\_\_\_\_ HrsX\$75.00/hr./accompanist \$ \_\_\_\_\_  
 Sound System \_\_\_\_\_ HrsX\$10.00/hr. \$ \_\_\_\_\_

**Please list times accompanist(s) is needed: \_\_\_\_\_**

**Total Estimated Amount Due \$**

**\*\*\*Payment must be received at least 10 working days prior to the date of the rental.\*\*\***

**(We go through a central mailing bureau so please allow for 5 – 7 days for delivery.)**

**Please make checks payable to: U of U School of Dance**

**Send the completed contract, certificate of insurance, and payment(s) to:**

**School of Dance, Attn: Glenda Staples, 330 South 1500 East, RM 106,  
 Salt Lake City, UT 84112**

Questions? Please call 801-585-5527 or email: [glenda.staples@utah.edu](mailto:glenda.staples@utah.edu) Fax: 801-581-5442

**MINOR PARTICIPANT (Under 18 years old) INFORMED CONSENT AND WAIVER AND RELEASE FORM**

**UNIVERSITY OF UTAH SCHOOL OF DANCE**

**IMPORTANT: THIS IS A LEGAL DOCUMENT,  
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

**MINOR PARTICIPANT INFORMED CONSENT & PARENT/GUARDIAN CONSENT TO  
TREATMENT, WAIVER AND RELEASE  
FOR NON-UNIVERSITY OF UTAH EVENT OR ACTIVITY**

This Agreement must be completed by the Participant’s Parent/Legal Guardian in order for the minor to participate in the activities taking place at the University of Utah’s School of Dance at the Marriott Center for Dance. Minors between the ages of 12 and 17 must also sign the form where indicated below.

Participant (print full name): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency phone number(s): \_\_\_\_\_

Event/Activity: \_\_\_\_\_

Date(s) of Event/Activity: \_\_\_\_\_

**MINOR PARTICIPANT INFORMED CONSENT**

I, the undersigned, am the Participant named above. I am familiar with the activities which take place in the above named Event at the University of Utah (the "Event"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Event, which may expose me to illness, injury or death. Knowing of these risks, I freely and voluntarily participate in the Event.

\_\_\_\_\_  
(Signature of Minor Participant, if between age 12-17)

**PARENT/GUARDIAN CONSENT TO TREATMENT, WAIVER AND RELEASE**

I \_\_\_\_\_ am the parent/guardian of the above named Participant who is under 18 years of age. I am familiar with the activities which take place in the above named Event and hereby give consent for the Participant to participate in the Event. I understand that participation in the Event can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Event, which may expose the participant to illness, injury or death.

I state that Participant is free from any known heart, respiratory or other health problems that could prevent Participant from safely participating in any of the activities.

I hereby give my express consent in the event of injury for the Participant to receive any necessary emergency aid, anesthesia and / or operation, if in the opinion of the attending physician, such treatment is necessary.

I certify that participant has medical insurance (provide insurance information below) and otherwise agree to be personally responsible for costs of any emergency or other medical care that Participant receives. I agree to release, waive, covenant not to sue, and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from the cost of any medical care that Participant receives as a result of participation in the Event.

I further agree to release Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of Participant's participation in the Event. This release extends to any claim made by parents or guardians or their assigns arising from or in any way connected with the aforementioned activities.

I agree that the site of any lawsuit arising out of or related to participation in the Event shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

I shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

\*The University of Utah is committed to protecting minors participating in University programs. If you, as a parent/guardian, have concerns about any misconduct in connection with the above named Event/Program, please contact the University's Office of Equal Opportunity and Affirmative Action at (801) 581-8365.

\_\_\_\_\_  
Signature of Legal Guardian and/or Parent of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Name and Relationship to Participant

\_\_\_\_\_  
Phone Number

***Participant has been advised to maintain health and accident insurance to cover the costs of treatment in the event of any injury or illness.***

Participant's Insurance I.D. number and insurance carrier, carrier address and phone number:

\_\_\_\_\_  
\_\_\_\_\_

**ADULT PARTICIPANT INFORMED CONSENT AND WAIVER AND RELEASE FORM**

**UNIVERSITY OF UTAH SCHOOL OF DANCE**

**IMPORTANT: THIS IS A LEGAL DOCUMENT,  
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

**ASSUMPTION OF RISK, WAIVER OF  
LIABILITY AND INDEMNIFICATION AGREEMENT  
NON-U OF U EVENT OR ACTIVITY**

This Agreement must be completed by the Participant in order to participate in activities taking place at the University of Utah’s School of Dance at the Marriott Center for Dance.

Participant (print full name): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency phone number(s): \_\_\_\_\_

Event/Activity: \_\_\_\_\_

Date(s) of Event/Activity: \_\_\_\_\_

**ASSUMPTION OF RISK**

I, the undersigned, am the Participant named above. I am familiar with the activities which take place in the above named Event at the University of Utah (the "Event"). My participation in the Event may expose me to certain foreseeable and unforeseeable risks of injury such as, but not limited to illness, injury or even death. Knowing of these risks, I freely and voluntarily participate in the Event and hereby agree to assume and accept any and all risk of injury or death.

**WAIVER, RELEASE AND INDEMNIFICATION**

I understand and acknowledge that the University of Utah ("University") is not an insurer of my behavior, actions or participation in the Event, and that the University assumes no liability whatsoever for personal injuries or property damages to me or to third persons arising out of my participation in the Event activities. I hereby agree to release, waive, covenant not to sue, indemnify and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or loss or damage to any property belonging to me arising out of or related to participation in the above named Event, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

I do not have any heart, respiratory or other health conditions that would prevent my safe participation in the Event.

I have adequate health insurance to cover the costs of treatment in the event of any injury (provide health insurance information below).

I agree that the site of any lawsuit arising out of or related to participation in the Event shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

I shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

\_\_\_\_\_ I am signing this Agreement for myself as Participant. I acknowledge that I am at least eighteen (18) years of age and I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

***Participant has been advised to maintain health and accident insurance to cover the costs of treatment in the event of any injury or illness.***

Participant's Insurance I.D. number and insurance carrier, carrier address and phone number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_