



Studio Rental Agreement

Breathing Space Studio and Healing Co-op

3455 Erieville Rd. Erieville, NY 13061

Phone: (315) 288-3900

Web: <http://www.breathingspacestudio.com> / Email: meg@breathingspacestudio.com

This contract represents an agreement between Breathing Space Studio (BSS) and "Renter" as named below. If Renter fails to uphold any of the following terms of this agreement, Renter's studio privileges may be revoked.

Renter: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Purpose of Rental(s): _____

Dates/Times of Rental(s): _____

Start and End Date of Rental(s): _____

Special Notes: _____

Non-Refundable Deposit: \$50

Damage Deposit: \$ 100

Check # _____

Rentals: The BSS space can be rented for rehearsals, classes, workshops, and other events/activities as agreed upon. The studio will be rented in blocks of time as follows: one-hour minimum, ½ hour increments. Paid rental time periods include time for early arrival (if applicable) and setup/cleanup time. Space may be booked via mail, email, or phone. However, space is not guaranteed until a deposit is made and the Rental Agreement has been completed and signed by Renter. Renter is not allowed to assign or sublet this Agreement or the rental of the BSS space.

Payment: Renter must pre-pay before the time of each rental period or on a monthly basis as approved by BSS. Renters **MUST** pay for all studio space before the time it is used. All checks should be made payable to **Breathing Space Studio**. Renter will receive receipts if requested. Receipts will be emailed to Renter within one month of the payment. A late fee of \$15 per month will be charged for any accounts that are past due.

A Damage Deposit of \$100.00 is due at the signing of this contract. Damage Deposit will be returned if there is no damage to the studio, structures, and equipment, and all the conditions listed under the "Housekeeping" section of this contract are met.

CLASS, WORKSHOP, ACTIVITY or EVENT Rentals

Rate: \$25/hour (be sure to include time for setup and clean up) or 30% of gross moneys taken in by Renter for the class, workshop, activity or event, whichever is more.

Booking: Regularly-scheduled weekly classes must be confirmed for a full month in advance. Payment is due prior to the first session of the month. All other classes, workshops, activities, and events must be confirmed at least one week in advance. Payment is due prior to the session, and a \$15 late fee will be assessed unless prior arrangements have been made for late payment.

Class Cancellation: Space may be cancelled via email or phone with ONE WEEK'S notice. THERE ARE NO REFUNDS. Teachers are encouraged to find a substitute and keep the class operating consistently.

MARKETING and PARTICIPANT Recruitment

Note: Renter is solely responsible for marketing, scheduling and providing participants and for marketing events, classes, and activities. BSS will include your class on our website and/or in our newsletter if Renter provides us with the appropriate information in a sufficient time prior to the event.

Hours and Occupancy: The studio will be available for rentals, on a space-available basis, during the following days and times: Any day from 7am to 10pm.

Limits: Renter will not hold, and will not permit, classes or events involving in excess of the number of persons that are permitted by applicable fire and/or building codes. Breathing Space Studio is permitted no more than 100 people for standing room. Parking is limited to a maximum of 20 cars. In addition, if the class or event will not end by 10:00pm, or if it potentially will disturb residential residents (e.g., loud music or excess cars), Renter will obtain BSS pre-approval at least three (3) weeks notice prior to the event.

Renter assumes all responsibility for the Building during the gathering hours, including set up and clean up time.

Smoking/Incense/Flames: No smoking is permit in the space or anywhere on the premises. No incense or open flames of any sort.

Props: Props need to be constructed in such a way that they cause no damage to the floor of the space. All props must have felt padding or protective covering on any part that rests on the floor.

Storage: Renter may NEVER leave any equipment, costumes, props or personal belongings anywhere in the studio or bathroom, except as noted specifically in this contract as approved by BSS.

Keys: If necessary, Renter will be given a key to the studio, which may NOT be copied for any reason. Renter will be charged a \$5 replacement fee for any key not returned.

Security: Renter assumes responsibility for the security of the space during each rental period. Renters with keys are required to return the space to a secure state upon leaving by locking all doors and windows.

Emergencies: For any emergency situations including accidents, health crises, criminal activities, or fire, Renter is instructed to call 911.

Damage: Renter will assume full responsibility for any damage caused to any part of the entryway, studio, bathroom, floors, windows, walls, ceilings, etc., sustained during the Renter's scheduled studio time and time in the studio. Each renter agrees to pay in full for repair or replacement of any item or structure damaged by the Renter or by performers, collaborators, students, or guests invited to BSS by the Renter. Full payment for damage shall be made within ONE MONTH of the damage.

Liability and Insurance: Renter assumes liability for injury of any persons they invite to the space, including but not limited to: injury to students in the Renter's class, injury to performers or collaborators, injury to guests or audience members at a showing. **Renter must obtain his/her OWN insurance coverage naming the follow parties as "additionally insured":**

1) Meghan and John Tobin

2) Breathing Space Studio

Individual Fitness/Wellness Instructors can be purchased insurance for a small yearly fee, usually less than \$200, from K&K Insurance or Philadelphia Insurance.

Indemnification: Renter shall indemnify and hold harmless BSS, Meghan Tobin and John Tobin from and against any and all claims arising from or in connection with: (A) the conduct, use or management of the Space by Renter, or of any business therein, or any work or thing whatsoever done, or any condition created (other than by BSS) in or about the Renter during the term of the rental; (B) any act, omission or negligence of Renter or any of its guests or licensees; (C) any accident, injury or damage whatsoever unless caused solely by BSS's negligence, occurring in, at or upon the Space and surrounding premises; and (D) any breach or default by Renter in the full and prompt payment and performance of Renter's obligation under this Agreement.

Housekeeping: Renter assumes responsibility for returning the studio to a good state before leaving. All lights, fans, and electrical equipment must be turned off. If fireplace was used, fire must be banked, and door must be closed. Trash and litter must be removed to the garbage can outside the exterior bathroom door. Please use the dust mop and leave the studio in the best possible condition for the next Renter.

All Renters who were assigned keys must lock up the studio.

Contracts:

Renter will sign and submit this Agreement before using BSS. Renter will be informed of changes to rental policies.

Studio Policies and Procedures: Renter agrees to and will fully comply with the BSS Studio Policies and Procedures, a copy of which is attached hereto and made a part hereof.

All of the above is hereby agreed:

Renter: _____
(Printed Name, Title)

Signature: _____ Date: _____