

Performing Arts Workshop
Studio Rental Agreement

TODAY'S DATE: _____

Renter: _____

Phone / E-mail: _____

Address: _____
Street City State Zip

Emergency Contact: _____ Relationship: _____

Phone #1: _____ Phone #2: _____

Circle One: Rehearsal(s) Adult Class(es) Child Class(es) Workshop Audition
Photo/Video Shoot Birthday Party Other Event: _____

Date(s)/Day(s)/Time(s) Needed: _____

Rental Term: ____/____/____ to ____/____/____

This contract represents an arrangement between *Performing Arts Workshop* and *Renter* as named below. The following agreements apply to every instance in the future in which *Renter* uses *Performing Arts Workshop* space for any purpose. If *Renter* fails to uphold any of the following agreements, booking may be canceled and *Renter* may incur loss of security deposit. **Initial Agreement:** _____

Rental Arrangements

Performing Arts Workshop aims to develop short-term and long-term partnerships with families, artists, dance/theatre companies, independent contractors, non-profit and for-profit organizations to support rehearsal, workshop, meeting, program space and event needs.

Your choice to rent the Performing Arts Workshop directly supports our mission to engage people of all ages in arts experiences designed to encourage self-esteem and promote healthy living. Thank you!

Accessibility

Our studio is a 1-minute walk from the Grove Street PATH station; a 10-minute walk from the Exchange Place Light Rail station; and the neighborhood features plenty of street parking, garage parking (pay lot across the street) and bicycle/stroller parking (attached to the building).

RENTAL TYPES

- Rehearsals and Other Short-Term or Occasional Bookings
- Monthly or Longer Term
- Event (Party/Audition/Photo or Video Shoot)

PERMITTED USES

Initial: _____

Rehearsal, Class, Reception, Special Events/Parties, Video Shoot, Screening, Photo Shoot, Meeting, Performance, Retreats

RESTRICTIONS ON USE

Initial: _____

Alcohol sales, spiked heels on dance floor, sharp edged props or chairs without felt covering to protect floors; no glitter, confetti, markers or paint. *Crayons and colored pencils permitted when floor covering is used.*

No food or drink in the studios except water.

Tape or adhesive of any kind is **not** permitted on mirrors.

Only gaff tape permitted on floors and must be removed upon exit each day. Glue, nails, screws and other permanent methods of affixing decorations, signage, props, etc. are strictly prohibited.

BOOKING PROCEDURES

Initial: _____

Contact Jaime Gong at info@performingartsworkshop-nj.com

HOURS OF OPERATION

Initial: _____

Beginning 6:30am / Ending 10:30pm
(Exceptions may be made for special events requiring later hours)

RESERVATIONS

Initial: _____

Single Bookings: 100% due at time of each booking to reserve.

Monthly & Longer Term Rentals: First month's rent due at time of booking with each following month's rent due by the 1st of each month thereafter.

Auditions & Photo Shoots: 50% non-refundable deposit due at time of booking with balance due two weeks prior to booked date.

All Other Event Rentals: 25% non-refundable deposit due at time of booking. Balance due date not to exceed two weeks from date of event.

LAST-MINUTE BOOKING

Initial: _____

Based on availability. Minimum 48 hrs notice is encouraged.

CANCELATION POLICY

Initial: _____

Single Bookings: No refunds or rescheduling.

Monthly & Longer Term Rentals: No refunds or rescheduling for any cancellations with less than 7 days notice. *After 30 days, hourly credit is not carried over and there are no refunds.*

Event Rentals: Full refund less 25% non-refundable deposit for cancellations up to two weeks before event date. *Refunds are not possible for cancellations made 1 to 13 days before event,*

however credit will be given for a future booking less 25% non-refundable deposit.

MONTHLY PROGRAM TERMINATION

Initial: _____

Notice of termination for ongoing (monthly) programs must be submitted by the 1st day of the preceding month or security deposit is forfeit. Paid rent is non-refundable.

BOOKING REQUIREMENTS

Initial: _____

1. Lease Agreement (required for all)
2. Security Deposit (required for all)
3. Copy of Valid Photo ID (required for all program leaders and teachers)
4. Participant Waivers (required for all classes)
5. Proof of Liability Insurance (required for all classes)
Must list the Performing Arts Workshop as "Additional Insured"

PAYMENT TERMS

Initial: _____

Accepted: Cash, Check, PayPal, Credit Card

Credit card must be placed on file as a guarantee for all rentals.

Payments may be made in person, dropped-off, mailed or sent via PayPal to performingartswkshp@gmail.com.

PayPal payment required for monthly rentals if not paid in full before the start of program.

Checks should be made out to Performing Arts Workshop and sent to 196 Morgan Street, 1st Floor, Jersey City, NJ 07302.

Notify Jaime Gong when leaving payment in the lock box on the building door by sending a text message to (201) 424-3075.

RENTAL FEES

Initial: _____

Studios 1 & 2: \$35 per hour / Studio 3: \$45 per hour

Events, Auditions and Photo/Video Shoots: \$50 per hour / \$450 for Five (5) Hours

Children's Birthday Parties (Entire Facility Rental): \$300 for Two (2) Hours + \$50/hr per each additional hour

LATE PAYMENTS

Initial: _____

Monthly Rentals: A \$50 late fee will be charged for payments received after the 1st day of the month (no grace period), and each week thereafter which rent is not received. *A lockout may occur without notice if classes continue while rent remains unpaid and security deposit will be forfeit.*

All Other Rentals: Booking will be canceled if payment is not received on schedule. Performing Arts Workshop is not responsible for repercussions to the Renter as a result of failure to remit due payment.

PERSONNEL

Performing Arts Workshop personnel are not required to oversee

Initial: _____

rentals. Rental fees are for space only.

Renter is solely responsible for facility during rented time outside of Performing Arts Workshop class hours unless a request and additional payment is made for personnel.

A WAITING ROOM MANAGER MUST BE PROVIDED BY RENTER FOR ALL CHILDREN'S CLASSES DURING 100% OF EACH RENTED TIMESLOT.

Personnel Rates: \$20/hr per Assistant; \$40/hr per Manager
Manager must be onsite to provide oversight for assistants.

SECURITY DEPOSIT

Initial: _____

ALL RENTALS: \$200 cleaning/damage deposit due prior to occupancy. Security Deposit will be returned upon completion of rental period providing all terms have been met and no property damage has been assessed.

MAINTENANCE RESPONSIBILITIES

Initial: _____

Renter is responsible for cleaning/clearing all trash from the rented room, waiting area and bathroom at the end of each rented timeslot. All cleaning supplies are located in the restroom.

Parties and Other Events: Renter must separate all trash into recycling bags and trash bags and complete a walk-through with studio manager before exiting facility.

SALES/AUCTIONS

Initial: _____

All sales/auctions require pre-approval and incur a 1% fee of total sales. Auction proceeds for non-profit organizations do not incur fees of any kind.

RESPONSIBILITIES

Initial All

Renter is responsible for leaving the space clean and in working order. Any damage or excessive cleaning needed after rented timeslot will incur loss of security deposit. _____

Renter must be onsite to supervise all of their programs onsite at PAW. _____

All activities must be contained within the agreed upon time frame, including set-up, break down, clean-up, etc. *Overtime use and/or imposition on other clients will require additional payment of \$50 per infraction before programs can continue.* _____

All renters holding classes for any age group must provide liability waivers for their clients indemnifying Performing Arts Workshop and assume full responsibility for their programs/events. _____

Renters must immediately interfere with disruptive and/or destructive behavior. _____

All Renters will immediately report any damage done during their program to Performing Arts Workshop management for immediate attention. _____

Renters are responsible for replacing any broken or damaged property caused during use of facility. _____

Garbage must be sorted and disposed of in proper receptacles (trash bags and clear recycling bags) and all food/beverage spills must be properly cleaned before exiting the facility. _____

RULES/PENALTIES
Initial All

No weapons, no smoking, no burning incense and no open flames anywhere in the building. *The first infraction of this line item will result in immediate cancellation of current and future bookings without refund and forfeit of entire security deposit.* _____

ABSOLUTELY NO FOOD OR BEVERAGE IS PERMITTED IN THE STUDIO ROOMS, EXCEPT WATER. *PAW reserves the right to prohibit consumption of food and beverage in the waiting room if the facility is left in unacceptable condition at any time.* _____

Strollers, bikes, skateboards, scooters and skates may not be brought into the building. These items should be left at home or locked to the bike rack outside of the building. *Infractions of this line item will incur a \$200 penalty per occurrence.* _____

No animals of any kind/size may be brought into the facility. *Infractions of this line item will result in forfeit of the entire security deposit for hypoallergenic cleaning.* _____

Renters are not to rehearse/practice/provide childcare/conduct any other activities in non-rented space. *Infractions of this line item will incur a \$50 penalty per occurrence.* _____

All faucets, lights and electronics must be turned off at the end of each session. *Infraction of this line item will incur a \$50 penalty per occurrence.* _____

Absolutely no one is permitted behind the front desk without approval from PAW administration. _____

Do not place food, beverage and other personal affects on the office furniture (file cabinets and book shelves included). _____

Do not leave diapers anywhere in the facility, including the garbage receptacles. These items should be disposed of in the public receptacles on the corner of Grove Street and Newark

RULES CONTINUED

Initial All

Avenues, or taken home upon exit. _____

Renters may not conduct activities in which body weight and/or pressure of any kind is placed on the walls, barres or mirrors. _____

All costs associated with repairing damage caused by clients/ students/staff associated with the Renter will be the responsibility of the Renter, and repeated offenses may result in cancellation of rental without refund and/or forfeit of security deposit. _____

Begin on time/end on time. *Overtime will be billed at a rate of \$35/hr and a \$35 minimum.* _____

SECURITY

Initial All

Renters assume responsibility for the security of the space during each rental period. _____

Participants may not enter the facility during off-hours without the Renter present. *Infraction of this line item will result in immediate cancellation of the booking without refund.* _____

Children may not be left unattended in any area of the facility for any period of time. *Infraction of this line item will result in immediate cancellation of the booking without refund.* _____

Renters who have facility keys and/or entry codes are solely responsible for timely entry and exit, and must secure and lock all doors at the end of their sessions. _____

No propping of the main door. The main door must remain closed during rented time. _____

The front door must be locked when Renters are in the studio without general facility oversight or assistance. _____

Renters are 100% responsible for any theft which occurs as a direct result of failure to lock doors and/or close windows during and after rented time. _____

Renters agree not to inform any unauthorized person(s) if given an entry code or key, as doing so will result in forfeit of entire security deposit to change all locks, lock codes and entry/ access procedures. _____

SHARED FACILITIES

Initial All

Renter is aware that the building may be occupied by others during the term of this agreement, including, but not limited to the activities of the Performing Arts Workshop. _____

Performing Arts Workshop is not liable for any injury or lost/

stolen property which occurs as a result of the Renter's sponsored activities on the premises. _____

PAW does not provide storage space. Any items left behind will be donated to charity. _____

PAW equipment and supplies are off limits to all renters without prior written permission granted from PAW Administration. _____

Furnishings and signage may not be added to the reception/ waiting areas. Temporary furnishings and signage for use in the studios must be approved by PAW Administration. _____

EMERGENCY PROCEDURES

Initial: _____

For any urgent issue that might compromise the structure of safety of the building, immediately call Jaime Gong at (201) 424-3075

For accidents, health crises, criminal activities or fires CALL 911, escape through the front or back exits and move as far away as possible, unless otherwise directed by Emergency Medical or Law Enforcement personnel.

SUBLETTING AND ASSIGNMENT

Initial: _____

Renter will not assign this agreement or sublet any part of Performing Arts Workshop premises, as doing so will result in immediate cancellation of current and future booking without refund and/or forfeit of security deposit.

MODIFICATION

Initial: _____

Rental terms may be modified only by a written agreement, signed by both parties.

OTHER TERMS & CONDITIONS

to Initial: _____

Performing Arts Workshop (PAW) Administration reserves the right deny any program which does not align with our mission. All interested parties must be screened and approved by PAW Administration.

CREDIT CARD GUARANTEE

(Required for All Rentals)

Card will be charged when due payment is not received for rent, late fees, retroactive fees, theft and/or damages.

Name on Card (Print): _____

Card Number: _____

CW: _____ Zip: _____ Exp: _____

Signature: _____

Acknowledgement

This reservation is granted with the understanding that Performing Arts Workshop may cancel for any reason and will provide a full refund only in the event of emergency cancelation.

Signature: _____ **Date:** _____

Release of Liability

In submitting and signing this agreement, I, _____, certify that I have read, understand and will abide by the facility rules and regulations set forth. I hereby agree to hold free and harmless the Performing Arts Workshop, its officers and employees from any loss, damage, liability, cost or expense that may arise during- and related in any way to- the use and occupancy of said facility, to the extent such loss, damage, liability, cost or expense which may arise out of negligent acts or omissions on my part or on the part of my officers, employees and clientele. I, the undersigned, and/or the company I represent, will be responsible for any damages sustained to the facility. Any lost equipment or damages sustained to Performing Arts Workshop property shall be compensated within seven (7) days.

Signature: _____ **Date:** _____

Signing this agreement assumes full knowledge and acceptance of the above terms. This agreement will expire on July 31, 2020 unless an expiration is specified on page 1 of this document ("Rental Term").

Signature: _____ **Date:** _____

Print Name: _____

PAW OFFICE USE ONLY

Security Deposit Received: ____/____/_____

Rental Fees Received: ____/____/_____

Insurance Received: ____/____/_____

Credit Card on File: ____/____/_____

Reservation Confirmed: ____/____/_____