

# Performing Arts Workshop

## Studio Rental Agreement

### DATE:

This contract represents an arrangement between Performing Arts Workshop (196 Morgan Street, Ground Floor, Jersey City, NJ 07302) 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, Renter may incur loss of security deposit.

### Renter:

\_\_\_\_\_

Phone / E-mail: \_\_\_\_\_

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

Street	City	State	Zip
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Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_

### The Space

Performing Arts Workshop is a 2,000 sq ft performing arts center located at 196 Morgan Street in the heart of downtown Jersey City. The space underwent a complete gutting and renovation in 2014 to create two generously sized studios which feature professional grade sprung dance floors, mirrors, barres and state-of-the-art sound systems. The addition of an attractive and comfortable reception/waiting area, spacious single occupancy restroom, high ceilings and new windows create a well-lit airy space for classes, rehearsals, events, workshops, and more.

### Rentals

Performing Arts Workshop aims to develop short- 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.

### Who We Are

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.

### 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 parking (near the Grove Street PATH).

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<b>Space Usage</b>	Permitted Uses Rehearsal, Class, Reception, Special Events/Parties, Video Shooting, Screening, Photo Shoot, Meeting, Performance, Retreats
<b>Restrictions On Use</b>	Alcohol sales, spiked heels on dance floor, sharp edged props or chairs without felt covering to protect floors; no glitter, confetti or paint, no food/drink in the studios without prior consent (food and drink are permitted in reception/waiting areas); tape or adhesive of any kind is not permitted on mirrors; only gaff tape permitted on floors; glue, nails, screws and other permanent methods of affixing decorations, signage, props, etc. are strictly prohibited.
<b>Booking Policies</b>	
How to Book	Contact Jaime Gong at performingartswkshp@gmail.com
Hours of Operation	10:00am to 10:00pm
<b>Rental Policy</b>	
DEPOSITS	Short-Term Rentals (less than 4 hours per month): 50% of total due prior to occupancy
ALL RENTALS:	\$200 cleaning/damage deposit due prior to occupancy
INVOICING	Short-Term Rentals: Non-refundable 50% due at contract, prior to occupancy, remaining 50% due by rental date  Long-Term Rentals: Monthly rent due by 3rd of each month. Event/Party Rentals: 25% non-refundable deposit due at time of booking. 25% due at specified date. 50% balance due date not to exceed one week from date of event.
<b>Cancellation Policy</b>	Refunds are not possible for cancellations made within 24 hours of scheduled booking, however credit will be given for a future booking less non-refundable deposit as holding/cancellation fee.
<b>Last Minute Reservations</b>	Based on availability.
<b>Booking Requirements</b>	Deposit (required for all) Lease Agreement (required for all) Proof of Liability Insurance (not required for parties)

## Payment Types

Cash, Check, Credit Card (3% convenience fee)

## Sales/Auctions

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.

## FEES

**Rehearsals:** \$15/hr for up to 3 people; \$25/hr for up to 6 people; \$35/hr for 7 or more people.

**Classes:** \$35 per hour; or \$25 per hour when booking more than four hours per month.

**Children's Birthday Parties:** \$200 for up to 15 children; \$12 per each additional child in excess of 15 (maximum 25 children and 10 adults); \$50 per hour overtime includes use of space as follows:

- 30 minutes allotted for set-up; 2 hours allotted for party (inclusive of 45-minute dance class); and 30 minutes allotted for clean-up/break down (3 hours in total)
- One staff member present for entire rental period.
- Three staff members present for dance class activities.

Party personnel for set-up and clean-up, coordination and oversight; invitations; favors; food and beverage; entertainment; supplies; music (beyond dance class activities); and all other needs beyond provisions outlined above are the sole responsibility of the Renter.

**Special Events/Auditions/Photo Shoots:** \$425/5 hours + \$50 per hour over time allotted. Includes use of facility for allotted time period (accounts for 1 hour to set-up and 30-minutes to break-down). **Personnel not provided.**

**Party and Event Personnel/Management:** Additional charge of \$25/hour per party/event assistant; and \$50/hour per event/party coordinator.

## IMPORTANT

- Renter is responsible for leaving the space in the condition which it is found.
- Garbage must be sorted and disposed of in proper receptacles (trash bags and clear recycling bags are required) and all food/beverage spills must be properly cleaned.

## Payment is due on the following date(s):

Non-Refundable Deposit: \_\_\_\_\_

Balance Due: \_\_\_\_\_

## Rules:

1. Performing Arts Workshop is not liable for any injury or lost/stolen property.
2. No smoking, burning incense or open flames anywhere in the building.
3. Renters may never leave any equipment, costumes, props or personal belongings anywhere on the premises.
4. Renters agree not to inform any unauthorized person/s if given an entry code or key.
5. Renters assume responsibility for the security of the space during each rental period.
6. For any urgent issue that might compromise the structure of safety of the building, please call Jaime Gong at (201) 424-6853
7. For accidents, health crises, criminal activities or fires call 911.

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8. No propping of the main door. The main door must remain closed during rented time.
9. Renters are not to rehearse/practice/meet in non-rented space.
10. PAW office & office equipment/supplies are off limits to all renters
11. Renters are responsible for replacing any broken or damaged property caused by renter and/or renter's party and thorough cleaning of all food/drink spills/stains.
12. Be aware of street cleaning restrictions for street parking.
13. Modification. This Agreement may be modified only by a written agreement signed by both parties.
14. Subletting and Assignment: Renter will not assign this Agreement or sublet any part of the Premises.
15. Shared Facilities: Renter knows that the building may be occupied by others during the term of this lease, including, but not limited to activities of Performing Arts Workshop.
16. Renter is solely responsible for carrying her/his own liability insurance (not required for birthday parties). A copy of held policy must be provided prior to occupying the space.

**Release of Liability**

In submitting and signing this agreement, I certify I have read, understand and will abide by the facility rules and regulations set forth. Renter hereby agrees to hold Performing Arts Workshop, its officers and employees free and harmless from any loss, damage, liability, cost or expense that may arise during and related in any way by the use and occupancy of said facility, to the extent such loss, damage, liability, cost or expense arise out of negligent acts or omissions of the Renter or their students. I, the undersigned, 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 (14) days. I agree that this reservation is granted with the understanding that Performing Arts Workshop may cancel for any reason and will provide a full refund in the event of emergency cancelation.

Signing this agreement assumes full knowledge and acceptance of the above terms

\_\_\_\_\_ Date: \_\_\_\_\_  
 Renter Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_ Date: \_\_\_\_\_  
 Performing Arts Workshop Director

\_\_\_\_\_  
 Print Name

# Performing Arts Workshop

## ADDENDUM TO STUDIO RENTAL AGREEMENT

### FACILITY MAINTAINENCE

The Performing Arts Workshop must remain a clean safe environment for all to enjoy. The following basic maintenance items are to be checked off as completed after each session, before leaving the space. Please remember to allow enough time within your scheduled period to return the space to its proper condition.

#### Note:

If needed, all cleaning solutions and supplies are located on the top shelf in the bathroom. Once done please return all products in clean and working order. Please remember to leave basins free of loose debris and do not clog the drain.

#### Please:

1. Remove all items: decorations, signs, bags, clothing, bottles, containers, hair clips, etc. PAW does not provide storage space. Any items left behind will be donated to charity every Saturday morning.
2. If something spills, clean it up thoroughly.
3. Do not leave diapers or food products anywhere in facility, including the garbage receptacles. These items should be disposed of in the public receptacles on the corner of Grove Street and Newark Avenues, or taken home upon exit.
4. Ensure that the facility is left tidy. All room fixtures, furniture, equipment, etc. must be in their respective place of operation or storage. (Please take note as to where & how an item is stored prior to removing them for use).
5. All faucets, lights and electronics must be turned off at the end of each session.
6. Clients who have facility keys are solely responsible for timely entry and exit, and must secure and lock all doors at the end of their sessions.
7. Please be respectful of the space and remind your clients to do so, as well. There is currently no maintenance or cleaning fee, but this will change if the studio continues to be left in worse condition than when it was found. All spills, trash and personal effects must be cleaned up upon exit, including the waiting area and beverage station.
8. Absolutely no one- teacher, parent or client/student- is permitted behind the front desk (except to turn lights on or off) and all should refrain from placing food, beverage and other personal affects on the office furniture (file cabinets and book shelves included). There is a waiting room for such use. The front desk is not a homework/folding/dining table.
9. Please be quick with the interference of disruptive/destructive behavior. Also remember that costs associated with repairing damage caused by your clients/students or company members will be passed on to you.

## **PAYMENT TERMS**

Below you will find payment instructions and a brief list of policies that will help keep our mutual business affairs in order.

- All transactions can be made with cash, by check, credit card (3% fee) or PayPal to Performing Arts Workshop (performingartswkshp@gmail.com).
- Full monthly payment due at the beginning of month for regular weekly classes
- Events and activities outside of the regularly scheduled weekly program will be subject to regular rates (no discounts).
- A \$25 late fee will be charged for payments received after the 3rd day of the month, and each week thereafter which rent is not received. A lockout may occur without notice if classes continue while rent remains unpaid.
- Termination of ongoing programs must be submitted by the 3rd day of the preceding month in order to receive the full security deposit back. Following month fees will be due for late notification of program termination.
- All clients are responsible for making full payment of their agreed upon time slot(s) each month. Schedules cannot be altered at-will and full rent will be due.
- All added penalties and late payments will be addressed and added to that following months dues. Any justified costs not collected in a timely manner could be extracted from the security deposit and, in some cases, forfeit the full amount.
- Security Deposit will be returned upon completion of rental period providing all terms have been met and no property damage has been assessed.

## **IMPORTANT**

- Your booked hours cannot be modified at-will with a credit or refund expected. If you cancel a class for any reason, rent is still due, no exceptions. Credit may not be applied to future bookings for your regular hours; credit may only be applied to additional hours (for make-up classes or extra time).
- If you have a long-term arrangement for the discounted hourly fee, the discount is negated if your program is canceled before the 3-month minimum booking requirement and fees will be due retroactively for all hours previously booked. This can come from your security deposit or paid in cash.
- All rent must be paid in advance of occupancy. This includes rehearsals.
- Rent is due by the 3rd for monthly renters. Those renting the space for rehearsals should be prepared to pay for the space when the timeslot is requested.
- Late fees for monthly renters will accrue on your accounts for all payments received after the 3rd of each month.
- If you have a card on file that has expired or cannot be charged for any other reason, rent is expected by check or cash immediately if you choose not to update the card.
- If we have a profit split arrangement for joint programs, dividends must be received by the 3rd of each month.
- If you are having difficulty with paying rent, your best option is to communicate. Otherwise, it is assumed that the responsibility for payment is being shirked and the space will no longer be available to you.
- Begin on time/end on time. There is a 10-minute grace period before and after your rented timeslot, as long as no one else is scheduled in the studio. The studios may not be occupied for any additional time, whether earlier or later, without express approval from the

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Director and full payment. If you decide to begin 15-20 minutes early or stay 15-20 minutes later without notice, please be aware that additional charges will accrue on your account and you will be invoiced.

- If you have rented one of the studios, you may not use the other studio at the same time without approval and payment, even if it is not in use for the entire time you are in the space.

*Payments can be arranged to be made in person, dropped-off, mailed or sent via PayPal. All checks should be made out to Performing Arts Workshop. Mailed checks can be sent to: Performing Arts Workshop, P.O. Box 13184, Jersey City, NJ 07303.*

*Please notify Jaime Gong when leaving payment in the lock box on the building door or on the studio desk- [performingartswkshp@gmail.com](mailto:performingartswkshp@gmail.com) / (201) 424-6853*

*Thank you for choosing the Performing Arts workshop. We are pleased to do business with you.*

## **OTHER TERMS & CONDITIONS**

- Performing Arts Workshop (PAW) management reserves the right to deny any program which does not align with our mission. All interested parties must be screened and approved by PAW management.
- \$200 cash security deposit mandatory upon signing agreement.
- All proprietors must provide liability waivers for their clients and assume full responsibility for their programs/events.
- All fees due in advance.
- If payment is not received, hours will be made available to other clients without notice.
- All clients are responsible for making full payment for all reserved hours in their time slot for each month.
- Events must be contained within the agreed upon time frame; this includes: set-up, break down, clean-up, etc. Repeat overtime use and/or imposition on other clients may require additional payment before programs can continue and/or forfeit the security deposit.
- The studio is each proprietor's responsibility for the full term of their rental; all programs must be supervised during agreed upon rental period. Participants may not enter without proprietors present. Children may not be left unattended for any period of time.
- Rented space is to be kept neat & left clean, during & after each use. Continued negligence of this line item will incur a \$25 fee for each infraction.
- Clients will return all items back to where they were found and in good working order.
- Updated insurance certificates, naming the Performing Arts Workshop as additional insured, must be supplied immediately in order for the continuation of all rentals (this does not apply for rehearsals).
- If you cancel a class, you must notify your own clients.
- If you have a key and door code, it is your responsibility to keep track of in order to access to the studio, especially if you are the first in for the day, or last out for the night. If you send an instructor, it is your responsibility to make sure they have the key and code for access.
- Clients are responsible for any losses or damages that occur during their program. If the space is found damaged, the \$200 deposit will not be returned and additional costs may be charged.
- All clients will immediately report any damage done during their program to Performing Arts Workshop management for immediate attention.

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- All clients will responsibly address, and or repair any damage incurred during their program.
- Security Deposit will be returned upon completion of rental period providing all terms have been met and no property damage has been assessed

I have signed and agree to all Terms and Conditions

I have received a copy of Maintenance and Payment Procedures, and agree to comply.

\_\_\_\_\_  
Proprietor's Full Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proprietor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Performing Arts Workshop Director

\_\_\_\_\_  
Date