

# Momentum Dance Arts LLC

## Studio Rental Agreement

15634 US-441 Ste. E, Alachua, FL. 32615

This contract represents an ongoing arrangement between Momentum Dance Arts LLC, and “Renter” as named below. The following agreements apply to every instance in the future in which Renter uses Momentum Dance Arts LLC space for any purpose. If Renter fails to uphold any of the following agreements, Renter’s studio privileges may be revoked.

Renter: \_\_\_\_\_ Primary Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Proposed use for studio space: \_\_\_\_\_

### Rentals:

The Momentum Dance Arts studio space is intended for movement-based work such as fitness, martial arts, dance or movement rehearsals, classes, and workshops. The studio will be rented in blocks of time as follows: one-hour minimum, ½ hour increments. Space may be booked via email.

### Payment:

Renters will pay at or before the time of each rental period, and are encouraged to pay in advance as much as possible. Rent checks may be left in the tuition box in the lobby at the time of each rehearsal or class. Renters **MUST** pay for all studio space at or before the time it is used. All rent checks must be written to Momentum Dance Arts. **A late fee of \$15 per month will be charged for any accounts that are past due and \$30 for any returned check.**

### Class or Workshop Rentals:

*Class Rate:* \$20 per hour

*Workshop Rate:* \$30 per hour (10% discount given for 4+ hours)

**Scheduling:** Scheduling of regular weekly classes must confirm their class schedule at least one month in advanced if possible.

**Cancellation:** Space may be cancelled via email with two weeks’ notice. *If a cancellation is arranged after rent has been paid, the balance will be applied towards future rentals of Momentum Dance Arts (no refunds).* With less than two month notice, class renters may cancel but will pay full rental rate for the cancelled studio time. Teachers are encouraged to find substitute teachers and keep the class operating consistently.

**Rehearsal Rentals:**

*Rehearsal Rate:* \$15 per hour

*Rehearsal Bookings:* Rehearsals may be booked in advance at any time.

**Rehearsal Cancellation:** Space may be cancelled or exchanged via email with TWO DAYS notice. *If a cancellation is arranged after rent has been paid, the balance will be applied towards future rentals of Momentum Dance Arts (no refunds).* With less than two days' notice, rehearsal renters may cancel but will pay full rental rate for the cancelled studio time.

**Conditions:**

*Smoking/Incense/Flames:*

No smoking anywhere inside the building. No smoking on the back balcony. No incense or open flames of any sort.

*Stereo:*

A stereo system will be available for rehearsals, classes, and performances.

*Props:*

Props need to be constructed in such a way that they can cause no damage to the dance floor. All props must have felt padding on any part that rests on the floor or rolling wheels.

*Storage:*

Renters may NEVER leave any equipment, costumes, props or personal belongings anywhere in the studio, hallway, bathroom, or back rooms.

*Keys:*

Renters agree not make copies or share the studio key with any other person and will return the key upon completion of rental period.

*Security:*

Each renter assumes responsibility for the security of the space during each rental period. Renters are required to keep the doors locked during their rehearsal or class, and return the space to a secure state upon leaving by locking all doors.

*Emergencies:*

For any urgent issue that might compromise the structure or safety of the studio or the building, please call the Momentum Dance Arts Emergency Contact Jamie Perez at (352) 262-2509. For accidents, health crises, criminal activities, or fire, call 911.

*Damage:*

Each renter will assume full responsibility for any damage caused to any part of the entryway, studio, back rooms, bathroom, stereo equipment, floors, windows, mirrors, walls, ceilings, etc. sustained during the renter's scheduled studio time. Each renter agrees to pay in full for repair or replacement of any item or structure damaged by the renters or by performers, collaborators, or guests invited to Momentum Dance Arts by the renter. Full payment for damage will be made within ONE MONTH of the damage.

*Liability:*

Each renter assumes liability for injury 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 in rehearsal, injury to guests or audience members at a showing.

*Housekeeping:*

Each renter assumes responsibility for returning the studio to a good state before they leave. All lights, heater(s), air conditioner and electrical equipment must be turned off. Trash and litter must be removed to the hallway garbage can. Please sweep if necessary, and leave the studio in clean condition for the next renter.

*Parking:*

All renters must park behind the plaza building to leave front entrance parking for customers.

*Contracts:*

Renters will sign this contract before using Momentum Dance Arts studio space. The signed contract can be left in the tuition box on the renter’s first visit.

*Future Policy Changes:*

Momentum Dance Arts LLC reserves the right to change the above rental policies at any time to reflect the needs and concerns of the studio, community, and resident companies. Renters will be informed of changes to rental policies.

***By signing this request for rental facilities, the signee agrees to comply with the terms of this agreement. Momentum Dance Arts agrees to let the requestor know as soon as possible if their request has been granted and will then agree to make the space available to the requesting group at the time stated.***

All of the above are hereby agreed upon and it is agreed that renters shall release, indemnify, keep and save harmless Momentum Dance Arts LLC, its agents, officers, employees, or members from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use by the Renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney’s fees.

By signing this Rental Contract, the Renter acknowledges having read and understood the terms of this contract and acknowledges that this Rental Contract is binding both on the parties and the organizations they represent.

Renter: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Momentum Dance Arts LLC, Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_