



## Performing Arts Education Rental Space Agreement

### **Rentals:**

2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions, is intended for, but not limited too; EDUCATION BASED movement-based work such as dance or fitness classes, workshops, piano lessons, vocal lessons, acting lessons. (*Rehearsals, performances, events or parties fall under a DIFFERENT RENTAL CONTRACT*). The theatre will be leased in blocks of time as follows: one-hour minimum, 30-minute increments. Space may be booked via email.

### **Payment:**

Lessee will pay on the FIRST OF EACH MONTH and are encouraged to pay in advance as much as possible. Rent payments can be made, via Money Order, Cash or Credit/Debit. **(CHECKS ARE NOT ACCEPTED) A late fee of \$15 per month will be charged for any accounts that are past due.**

### **Rental Rate:**

**Rate: 15%, of the teacher's income each month**

### **Class Booking:**

Teachers of regular weekly classes must confirm their class schedule for a full three months.

### **Class Cancellation:**

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

### **Class Marketing:**

If you would like your classes posted on Instagram and Facebook Page, you will need to provide a description of the class on the form provided. If the information is provided, we will

1. Post your class/event on the Google calendar
2. Include an instructor bio, instructor photo, contact information and class flyer on Instagram and Facebook.
3. Email Promotions

2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions is not responsible if this information changes once it is posted. It is the responsibility of the lessee to give us updated information.

### **Class Information:**

You are your own boss at 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions. You must choose your own schedule, your class fees, class length, your student age range, size of class, etc. Please contact us at [nystagearts@aol.com](mailto:nystagearts@aol.com) to see if your desired time slot is available. The signed contract and payment must be turned in prior to the use of the studio.

2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions requires that the lessee is on-site at all times during the rental period. You are also required to keep a class sign-in sheet for every class/event your hold at our facility. You can use this list for your records, but we will also need a copy of it on file for our records. Form will be provided.

### **Students:**

2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions is not responsible for your students/participants, you are. Each instructor will collect registration forms, contact parents, their own tuition and be responsible for finding a replacement or cancelling class if they get sick. You should be the sole contact for your students. We have posted a student registration form online under the student section for your convenience. The Lessee is responsible to control the students, participants and their families. If you have behavioral problems, please address them promptly and speak to the parents or remove the student from the class.

**Liability:**

Lessee 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.

**Lessee will be given liability release and photo waiver that EVERY one of their clients must sign, releasing 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions from any liability.** All instructors are REQUIRED to obtain liability insurance coverage of \$1,000,000.00 or more naming 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions as an "Additional Insured". A copy of the insurance certificate should be given to our office to keep on file.

*Additional Information & Rules*

**Reception:**

2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions will NOT provide a receptionist during your class time. If someone comes into the studio while you are teaching for information, please advise them to take a packet of information that we will provide near the front desk.

**Studio Time:**

2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions books class time back-to-back. If there is a class before your scheduled time, please remain in the waiting area until it is your turn in the studio. If you need time in the studio to prepare for your class, you must book the studio accordingly. Once your class is complete, please vacate the studio promptly. If there is not another class after yours, please secure the studio before you leave.

**Parking:**

Please inform your students and guests parking is first come first serve. You and your clients are NOT allowed to park in marked parking spaces. There are many unmarked spaces in the parking lot and those are available for parking at any time. If ANY problems arise with the parking, please make sure the 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions staff is aware of the issue.

**Office/Tech/Concession Area:**

The front desk is there for you, the instructor, to use. We do NOT have a theatre phone. Instructors are encouraged to bring their cell phone to use. ABSOLUTELY NO PARENT, STUDENT or FAMILY are permitted in the office/tech area at any time for any reason! If we find something missing or damaged in the office/techconcession area during your rental time, you will be charged.

**Emergencies:**

For any urgent issue that might compromise the structure or safety of the theatre or the building, please call the 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions contact. For accidents, health crises, criminal activities, or fire, call 911 first, then the 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions contact.

**Sound:** A Bluetooth speaker and auxiliary cord to hook up your music will be provided.

**Lights:** The person who is responsible for renting the studio will need a brief lesson in working the power/lighting systems and is the ONLY person allowed to touch it during your rental time.

**Food / Beverages:**

There are to be no alcoholic beverages onsite at any time. No sticky type/sugary beverages, food or gum is allowed in the theatre, ONLY WATER.

**Smoking/Incense/Flames:**

No smoking anywhere inside the building. *No incense or open flames of any sort.*

**Props/Decorations:**

Any props or decorations need to be approved PROIR to their use.

**Storage:**

Lessee may NEVER leave any equipment, props or personal belongings anywhere in the lobby, theatre, backstage, hallways, office space, tech space or concessions area. You must bring everything needed for your class or event to the studio with you.

**Studio Entry:**

Depending on your rental situation, a 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions Staff member may open the door for your class/event or you may be issued a key. This will be noted on the rental agreement form when booked. If you are issued a key, it will only on lock the front door. If you are issued a key, that key is allowed to be used ONLY by the lessee listed on the rental agreement. If the key is lost, you will be charged the fees of re-keying the door lock and re-cutting keys for every lessee. (Approximately \$100)

**Security:**

The lessee assumes responsibility for the security of the space during each rental period. Renters are required to return the space to a secure state upon leaving by locking the street door, ensuring the back door is locked. The back door should NEVER be used un less of an EMERGENCY. The backdoor is an EMERGENCY EXIT ONLY!

**Housekeeping:**

The lessee assumes responsibility for returning the theatre 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 garbage can located in the lobby. Please sweep/vacuum if necessary and leave the theatre in wonderful condition for the next renter. If 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions feels that the theatre is left in poor condition you will be charged a cleaning fee of \$50.

**Damage:**

Lessee will assume full responsibility for any damage caused to any part of the entryway, studio, waiting room, bathroom, stereo equipment, floors, windows, mirrors, walls, ceilings, etc. sustained during the renter’s scheduled studio time. Lessee 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 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions by the renter. Full payment for damage will be made within ONE MONTH of the damage or the damages will be turned over to the collection agency and a fee of 40% will added to your total.

**Belongings:**

Please check the theatre, waiting area, bathroom for any of your participant’s belongings before you leave the building. 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions are not responsible for lost or stolen items.

**Theatre Issues:**

If you have any issues, please contact email \_\_\_\_\_ before they escalate.

**Future Policy Changes:**

2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions 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. Lessee will be informed of changes to rental policies.

I have read and fully understand the terms of the rental information and agreement. Lessee Name: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LIABILITY RELEASE AND WAIVER**

In consideration of being allowed to participate with 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions and their related events and activities, the undersigned:

1. Acknowledge and fully understand that each member/participant may be engaging in activities that involve risk of injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions, or negligence but the action, inaction, and negligence of others, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death. I understand every effort will be made to contact a parent or emergency contact. If we cannot be reached, I give my consent for the emergency room physician to treat my person.
2. Release, waive, discharge and covenant not to sue 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions or its affiliates, their respective administrators, directors, volunteers, and other employees of the organization, other members/participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors or premises used to conduct the event, all of which are hereinafter referred to as “releases”, from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death and damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.
3. I hereby grant 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTATNTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Signature of Lessee \_\_\_\_\_ Date: \_\_\_\_\_

# Instructor Rental Agreement

Instructor/Lessee: \_\_\_\_\_ Cell: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_

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

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

I would like to lease 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions for Multiple Day Class/Event Ongoing Classes

Day of the Week: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Dates of Session: \_\_\_\_\_ to \_\_\_\_\_

Day of the Week: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

\*Ongoing classes are required to give a 30 day notice to end classes as per Studio Rental Information sheet.

If you will be teaching more than one class, please be sure you give us all the class information.

CLASS / EVENT INFO: Name of Class/Event: \_\_\_\_\_

Please give us a short description of the class/event: \_\_\_\_\_

\_\_\_\_\_

Age Range of Participants: \_\_\_\_\_ How many participants do you expect? \_\_\_\_\_

Would you like your event promoted on the 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions Instagram and Facebook Page? \_\_\_\_\_

**RENTAL FEES: Rental fees are due the FIRST of each Month.**

**Hours Per Week: \_\_\_\_\_ Monthly Rate: \_\_\_\_\_ Key Tag #: \_\_\_\_\_**

LIABILITY INSURANCE: All instructors must carry liability insurance prior to teaching at 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions and we must receive a certificate from your carrier stating that we are additionally insured.

Insurance Carrier: \_\_\_\_\_

This contract, as well as the signed Studio Rental Information form, represents a rental agreement between 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions and the Lessee named below. The Lessee agrees that all the information in this form is true and correct and that they have read and fully understand the Rental Information form. If the Lessee fails to uphold any part of this agreement, the Lessee's privileges may be revoked by 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions. The undersigned also releases 2<sup>nd</sup> Stage Studios Entertainment, LLC/NYStage Productions from any liability that may arise from the lessee's use of Street Beatz Studio's facilities and is required to have EVERY class/event participant sign a Liability Waiver.

Lessee: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement Expires: \_\_\_\_\_

## **HOW DOES RENTING FOR PERFORMING ARTS EDUCATION WORK?**

Instructors or dance companies can lease on an hourly basis to hold their own dance classes, workshops or rehearsals. We have a theatre for our instructors to rent with waiting areas, stereo systems, lights and more. Instructors set their own class times, class fees, class sizes and age ranges. They are responsible for promoting their own classes, enrolling students in their classes and collecting class fees. Each instructor is in total control of their own classes, making them their own boss with unlimited income potential

- Choose your own class schedule and class length
- Set your own class fees
- Control your own class size
- Decide what age group you want to teach
- All while renting a fully equipped space so you can just show up and teach!