

ABSOLUTE DANCE & PERFORMING ARTS

2460 Patterson Rd., Unit 5; Grand Junction, CO 81501

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Studio Rental Agreement (Non-Students)

This contract represents an ongoing arrangement between Dance Fusion Inc. dba Absolute Dance & Performing Arts ("Absolute") and "Renter(s)" as named below. The following agreements apply to every instance in the future in which Renter(s) uses Absolute's space for any purpose. If Renter fails to uphold any of the following agreements, Renter's studio privileges may be revoked.

Renter(s): _____

Primary Contact (if renter is a Business/DBA): _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

Proposed use for studio space: _____

Use of Space: Absolute's studio space is intended for movement-based work such as dance, fitness, and martial arts. Studios are intended for practice/rehearsal only and may not be used to host classes or workshops without the advance and express written consent of Absolute.

Rental Fee: The hourly rental rate during regular business hours shall be as follows:

All Studios, except Studio 6: \$40/hour

Studio 6: \$30/hour

The studios will be rented in 15-minute increments with a half-hour minimum per rental. Rentals outside of our regular business hours may be subject to an additional \$20/hour staff fee.

Absolute reserves the right to increase the rates for some or all studios upon notice to Renters.

Payment: Renters must pay at or before the time of each rental period, and are encouraged to pay in advance as much as possible. Payments can be made in person upon arrival via cash, check, or credit card. Payments can also be made online. Rentals not paid for at the time of use will be subject to late fees of \$10 per month. Returned check charges of \$25 may also apply. There are no refunds for payments made, but credits may be applied in some circumstances.

Scheduling: Space may be booked via email or by phone, or in person. Studios may be booked in advance, but Absolute reserves the right to limit how far in advance studios may be made available.

Cancellation: Space may be cancelled with 2 days' notice. If a properly-noticed cancellation is arranged after the studio has already been paid for, the balance will be applied towards future rentals and/or may be used in the Absolute Dance store. With less than two days' notice, Renters may cancel but will pay the full rental rate for the cancelled studio time, unless Absolute is otherwise able to utilize the space, in which case Absolute may provide a credit for all or part of the studio rent.

Conditions:

Smoking/Incense/Flames: No smoking anywhere inside the building. No incense or open flames of any sort.

Stereo: A stereo system will be available. Renters should provide their own "dongles" as Absolute does not guarantee their availability.

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 studios, hallways, bathrooms, or other areas.

Keys: Renters will generally not be provided keys to the studio. In the event a key is provided, Renter agrees not to make copies or share the studio key with any other person and will return the key upon completion of the rental period.

Security: Each renter assumes responsibility for the security of the space during each rental period. For rental periods when the studio is not otherwise open to the public, Renters are required to keep the doors locked and return the space to a secure state upon leaving by locking all doors. Renters without keys may exit via the back door, which will lock behind them.

Emergencies: For any urgent issue that might compromise the structure or safety of the studio or the building, please notify the front office. If the office is closed, and there is not staff otherwise on site, please call Absolute's emergency contact _____. 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 Renter or by performers,

collaborators, or guests invited to Absolute by the Renter. Full payment for damage will be made within ONE MONTH of the damage.

Liability & Insurance: Each Renter assumes liability for injury to any persons they invite to the space, including but not limited to injury sustained by Renter and/or others participating in or watching the movement activity. In the event a class or workshop is approved by Absolute, the Renter shall provide evidence of insurance naming Absolute as an other or additional insured party.

Housekeeping: Each Renter assumes responsibility for returning the studio to a good state before they leave. All lights, heater(s), fans(s), 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.

Future Policy Changes: Absolute 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 Renter agrees to comply with the terms of this agreement. All of the above are hereby agreed upon and it is agreed that Renters shall release, indemnify, keep and save harmless Absolute, 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: _____

Absolute Dance (name & title): _____
Signature: _____ Date: _____