

AMDA Studio Rentals NEW YORK CITY

AMDA STUDIO RENTAL AGREEMENT

This rental agreement (“the Agreement”) is made between AMDA College of the Performing Arts (“AMDA”), and an individual or company (“the Client”) renting studio space (“the Rental”) per the terms of the rental invoice (“the Invoice”) to which this Agreement is attached. The Agreement outlines the responsibilities, conditions and liabilities involved in a Rental at AMDA’s studio rental facility (“the Facility”), located at 244-250 W. 54th St., New York, NY 10019.

Payment of the attached Invoice shall serve as confirmation that the Client has read, understands, and, together with AMDA, agrees to abide by the terms of the Agreement detailed hereunder.

CLIENT INFORMATION & ACCESS

At the point-of-sale, the Client must provide AMDA with the following information:

- Full name (individual or company name as applicable).
- Email address.
- Type of studio activity and number of participants for each Rental.
- Dates and times for each Rental.
- Payment prior to use and/or advance deposit where applicable.

Additionally, the Client must check-in and check-out at the Facility’s 12th floor reception desk and provide a valid photo identification card in exchange for 1 (one) studio access card (the photo-ID shall be retained by AMDA for the duration of the Rental).

Moreover, the Client shall coordinate access for all other participants associated with their Rental (“the Guests”). This includes opening the security doors as needed. Security doors may not be impaired or kept open. For larger events such as auditions, it is recommended that the Client engages at least one assistant to coordinate access.

CANCELLATION POLICY & FINANCIAL TERMS

- Rental fees are due before the start of the Rental.
- Payments and deposits are non-refundable.
- Cancellations and modifications are NOT permitted within 48 hours of the start of the Rental.
- AMDA reserves the right to charge the Client for overdue Rental fees.
- Rentals with a total fee exceeding \$250.00 are subject to a 50% non-refundable deposit.
- Studio usage is limited to the hours / minutes reserved on the Invoice. Early and overtime access shall be arranged in advance and is subject to additional charges.
- AMDA reserves the right to reassign the Client to a studio of equal value without notice.
- Clients and Guests shall limit onsite waiting before the Rental to less than 15 minutes and leave promptly when the Rental is finished.
- The Client is financially responsible for any damage to the Facility resulting from their negligence or misconduct.

CONDITIONS OF USE

The Client assumes complete responsibility for all Rentals reserved under their name. The Client also assumes responsibility for all Guests associated with the Rental. Clients and Guests shall not act in any manner which conflicts with laws, ordinances, orders, requirements, rules, or regulations of the Fire Department of New York, or Board of Health, or any other governmental department or agency having jurisdiction.

The Client acknowledges and agrees, on behalf of itself and its Guests, that any use of the Facility, including all activities relating to the Rental, is done at their own risk and that AMDA disclaims all liability arising out of such use except to the extent caused by AMDA's gross negligence or willful misconduct.

AMDA strives to maintain a safe, respectful and professional environment at the Facility and therefore reserves the right to deny access, suspend or evict any individual(s) who engage in disrespectful, disruptive, destructive, dangerous, intimidating or offensive behavior towards AMDA staff, faculty, students, alumni or other Clients, or whose conduct is otherwise deemed by AMDA to be in violation of this Agreement.

- AMDA reserves the right to refuse admittance to any individual.
- The Client agrees that they may be video recorded for security purposes.
- All Rental activities must take place inside the assigned Rental studio(s).
- No smoking anywhere in the Facility. Roof access is for emergency evacuation only.
- Storage at the Facility is per AMDA permission only.
- Public events are not permitted.
- Private presentations are permitted by-invitation only (RSVP's coordinated by the Client).
- Stage combat weapons are prohibited.
- Tape on the floors or walls is per AMDA permission only.
- Percussion, brass or amplified instruments (including microphones) are prohibited.
- Sound systems are available at the reception desk. Photo ID required for use.
- Client using their own sound system is per AMDA permission only.
- Film or video production is per AMDA permission only.
- Studios are to be used "as is". Decorating studios is per AMDA permission only.
- Throwing furniture or other objects, banging on the walls, or stomping on the floors are prohibited.
- Bicycles, scooters, skateboards, rollerblades, hover-boards etc. are prohibited.
- Animals are not permitted in the Facility (licensed service animals per AMDA permission only).
- No posting announcements, advertisements, directions, instructions anywhere in the Facility.
- Activities relating to physical or mental health treatment or services, physical / occupational / psychological therapy, athletic conditioning, massage, etc. are not permitted.
- Client may not remove pianos or keyboards from studio or place food or beverages on the instruments. The Client assumes all risk arising out of moving the pianos.
- Clients and Guests must remove all trash from the Rental studios.
- Deliveries are per AMDA permission only.
- AMDA does not provide any access to copying, printing, computers, phones, etc.
- AMDA does not provide any kitchen, refrigeration or catering services.

Failure by Client to respect the conditions of this Agreement could result in (a) additional fees (b) immediate eviction from the premises, (c) the release of any remaining reserved space, and (d) the loss of future rental privileges. Eviction or other early termination of any Rental due to violation by Client of this Agreement may be without any refund or compensation to Client.

GENERAL TERMS

Client, for itself and its Guests, hereby agrees to indemnify, defend (at the election of AMDA) and hold harmless AMDA and its officers, directors, employees and agents from any and all claims, actions, proceedings, and resulting costs, loss, damage, liability, awards, judgments, expenses, attorneys' fees, penalties and fines whatsoever which may be claimed by any person or persons (including, without limitation, any Guest(s)) consequent upon or arising from (a) any injury to person or property or damage of whatever kind of character suffered or sustained on AMDA premises and consequent upon or arising from the use of said premises by, on behalf of, or at the invitation of Client (or its members, employees, agents, Guests or clients); (b) any failure of Client (or its members, employees, agents, Guests or clients) to conform with all laws, rules, statutes, ordinances and governmental regulations now or hereafter in force; or (c) any gross negligence, willful misconduct or breach of this Agreement by Client (or its members, employees, agents, Guests or clients).

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT MAY NOT BE ASSIGNED, TRANSFERRED OR CONVEYED BY CLIENT WITHOUT THE PRIOR WRITTEN CONSENT OF AMDA. AMDA FACILITIES AND EQUIPMENT ARE MADE AVAILABLE TO CLIENT AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL AMDA BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND AMDA'S MAXIMUM LIABILITY TO CLIENT FOR ANY CLAIM ARISING OUT OF ANY RENTAL SHALL BE THE RENTAL FEES ACTUALLY PAID BY CLIENT FOR SUCH RENTAL (IF ANY).

This Agreement may not be modified except by written instrument executed by both parties. If any term of this Agreement is to any extent invalid or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing its original intent. This Agreement encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written.

CONFIRMATION OF AGREEMENT

Payment of the attached Invoice shall serve as confirmation that the Client has read, understands, and, together with AMDA, agrees to abide by the terms of the Agreement detailed herein.