



Dancewave
Celebrating 25 Years

STUDIO RENTAL AGREEMENT

Please read thoroughly for COVID-19 updates

(Individual who confirmed the reservation will hereafter be referred to as the “Renter”) DANCEWAVE, INC hereby agrees to allow the Renter use of the studio located at 182 Fourth Ave, Brooklyn, NY 11217 (the “Premises”).

PLEASE READ THE FOLLOWING POLICIES AND OBLIGATIONS CAREFULLY AND THOROUGHLY

TERMINATION RIGHT:

Dancewave reserves the right to cancel any Renter’s rental period if necessary.

VISITATION POLICIES:

- ❖ **Dancewave will require all visitors to sign in upon arrival agreeing to the following sign-in terms: *the individual is not experiencing any COVID-19 symptoms and has not tested positive for COVID-19 in the past 5 days.***
- ❖ Renter’s are strongly encouraged to wear masks during their booking but are not required to.
- ❖ If Renter fails to sign-in upon arrival, Dancewave has the right to deny entrance to the facility.
- ❖ Renter is encouraged to wear their dance clothes under their street clothes in preparation for the studio use to help keep restroom use to a minimum
- ❖ To help with occupancy inside the facility, individuals with a studio reservation will be allowed to enter the space no more than 10 minutes prior to the start of their reservation and will be required to exit the building no later than 10 minutes following the end of their reservation time.
- ❖ **Renters hosting classes/workshops must arrive prior to the start of their rental time to check in their guests. If minors (people under the age of 18) are scheduled to participate in the class/workshop they must be supervised AT ALL TIMES. Minors will not be permitted into the space without the Renter present.**



COVID-19 HEALTH SCREENINGS:

Upon entering the Dancewave Center all individuals will need to sign-in and agree to the sign-in terms that will determine whether or not they pose a health risk. If the individual fails to participate by not signing-in, they will be asked to leave the premises. Additionally, if an individual identifies that they cannot agree to the sign-in terms they will be asked to leave the premises and will be contacted for rescheduling.

The conditions that compose the sign-in terms function as a guide for whether or not that individual poses a health threat.

SUSPECTED/CONFIRMED COVID-19 CASE:

In the event a visitor or staff member reports a suspected/confirmed COVID-19 case, Dancewave will communicate directly with those who may have been exposed and provide contact information for local healthcare support and New York State Department of Health guidance for COVID infection or exposure. All communication regarding suspected/confirmed cases will ensure and protect confidentiality.

EVENT OF FORCE MAJEURE:

An event beyond the control of the Renter and Dancewave, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: act of god (such as but not limited to, fires, explosions, earthquakes, drought, tidal waves, and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; rebellion, revolution, insurrection, military, or civil war; contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder; acts or threats of terrorism; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts.

Neither Party shall be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages due to a Natural or Political Force Majeure Event. The Parties should use their reasonable endeavors to overcome the effects of the Event of Force Majeure; ensure resumption of normal performance of this Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent. Dancewave will determine if normal performance of this Agreement can be postponed, rescheduled or terminated based on duration of the Force Majeure event



CANCELLATION POLICY:

In the case of a cancellation due to bad weather, Dancewave holds the Renter fully responsible for time booked, unless MTA and other transportation services are not operating on a system-wide basis.

Rehearsals, Private Lessons & Meetings/Workshops

Dancewave must be contacted for any unexpected cancellations. One week's notice (7 days) is required to cancel a rental date. No refunds will be given for cancellations made less than 7 days prior to the specific day(s) agreed upon by the contract

Special Events & Birthday Parties

For these event reservations, the following cancellation policy will apply upon completion of the contract.

A \$50 booking fee is non-refundable for event reservations

The following cancellation policy is based on the date of the cancellation request.

Cancellation 8 days or more prior to the event - Full refund minus booking fee _____

Cancellation 7-4 days prior to the event - 75% Refund _____

Cancellation 3 days or less prior to the event - 50% Refund _____

If the Renter would like to reschedule their event or birthday party reservation for a later date and does so within 7 days of their cancellation request, a full refund of your previously made event payment will be carried over to your new rescheduled later date. A \$50 rescheduling fee will be charged to complete the reservation for the later date.

LIABILITY:

Renter accepts full responsibility for his or her actions and indemnifies and holds Dancewave, its staff, agents and students harmless against any and all liability, loss or damage the Renter any or one or more of Renters' guests, invitees, agents or associates may hereafter sustain, incur or be required to pay by reason of any personal suffering, personal injury, death or property damage, either while participating in or receiving the services being furnished under this agreement, or while on the premises. All costs of enforcement will be paid by the Renter, including without limitation, the cost of correspondence.



LIABILITY (continued):

I acknowledge the contagious nature of COVID-19 and that the CDC and many other public health authorities still recommend social distancing. I voluntarily seek services provided by Dancewave and acknowledge that I am increasing my risk to exposure to COVID. I acknowledge that I must comply with all set procedures to reduce the spread while on the premise of Dancewave located at 182 Fourth Ave.

Guests, invitees, agents and associates of Renter must be supervised at all times. Neither Dancewave, nor any of its guests, invitees, agents and associates is responsible for damaged, lost, or stolen items. Renter may utilize the studio space to hold all belongings and keep the area clear on the Premises that is not the studio, with the exception of all street-wear shoes.

The following are not permitted on the Premises at any time: smoking, fireworks, sparklers, or pyrotechnic devices.

SOUND DISCLOSURE: The Dancewave studio has three available studio spaces, Studio A and Studio B are divided by two sound reducing curtains. For reservations booked in either Studio A or Studio B, renters should be aware that there may be sound carrying over from the neighboring studio.

SPECIAL REQUESTS:

Requests for chairs, tables or studio equipment must be made upon confirmation of the rental date(s). Dancewave charges a fee for tables and chairs during the rental time period. Photography and videography shoots that use additional lighting or special equipment may incur additional charges; if you wish to schedule a professional shoot or plan to use special equipment please fill out a Special Event Form on dancewave.org or speak with a Dancewave Front Desk Staff Member.

EMERGENCY:

In case of emergency, please call 911 immediately. If the renter needs to report any issues or problems that arise when using the space he/she must inform the Staff Supervisor working at the Front Desk on the Premises.



TIMING:

Please note: the building has a Staff Supervisor on the Premises at all times and will oversee appointed rental times.

Renters and their guests, invitees, agents and associates may enter the studio no earlier than 10 minutes prior to the scheduled time. Renters and their guests, invitees, agents and associates shall vacate the studio at the appointed time. If the Renter requires more than 10 minutes in additional time to set-up or clean-up prior or post rental time, Renter must schedule with Dancewave prior to reservation.

DAMAGE:

Renter assumes complete responsibility for replacement or repair of articles damaged beyond ordinary use or stolen by Renter's guests, invitees, agents and associates, or by anyone else on the Premises during the period of the rental. Renter agrees to pay for any physical damage that might occur during the rental time period. This includes but is not limited to the breaking or damage to windows, mirrors, floor or wall scarring, thermostat, a/c, barres, lights and audio equipment. Dancewave will notify the renter within 24 hours of discovering said damage with a claim, and will follow up with written notification. The extent of the damage and cost of repair will be determined solely by Dancewave based upon repair/replacement estimates received. Failure to pay repair damage will result in cancellation of future schedule with cancellation charges or legal action. Legal action may also result from negligence. In connection with any such action, Dancewave, shall have all rights and remedies at law and equity.

At no time will Renter use water, chalk, resin, powder, glitter or any other substance on the floor. The Premises must be left in "broom clean" condition or as clean as it was when Renter arrived. Dancewave reserves the right to charge an additional cleaning fee when the studio is left with excessive garbage. Expenses incurred for extra cleaning for any reason will be passed along to the Renter.

FOOTWEAR:

The use of tap shoes, and high heels of any kind are prohibited in the Studio. Sneakers are permitted, granted the Renters and their guests, invitees, agents and associates has freed the shoe of any excessive dirt or debris that could track onto the studio floor. The Renter agrees to maintain the cleanliness of the studio floor to the same effect they found the studio at the start of the appointed rental time.

EATING AND/OR DRINKING:

Food and drinks (other than bottled water) are not permitted in the space.



CHILDREN:

If minors (people under the age of 18) will be present during your rental, an adult (over the age of 18) must be present at all times. Renters' children (individuals under the age of 16) and the children of Renter's guests, invitees, agents and associates must be supervised within the same room that their guardian(s) are in. Anyone under the age of sixteen (16) will be considered a child for the purposes of this agreement.

FLYERS:

All print, online, and social media marketing materials for rentals open to the public must include the Dancewave logo, address and contact information as per the instructions of the Marketing department. Upon completion of Renter's Studio Rental Agreement, the Renter will be contacted by the Marketing Director to finalize materials for publicity. A final draft of Marketing materials must be submitted in jpg, png, or pdf format to marketing@dancewave.org for review no less than 14 days before the date of initial publicity, or as soon as possible after the completion of the contract. Renter agrees to apply DANCEWAVE, INC. formatting guidelines and adjustment requests by Marketing Director to their marketing materials, and resubmit files within 7 days of request, if applicable.

ENDORSEMENT:

The signatures below show that the Renter and all associates have read and will fully comply with the rules and regulations stated above.