

## Studio Usage Agreement

### Rental Party Contact - Section A

Agreement made \_\_\_\_\_ (month, date, year) by and between the Fort Wayne Dance Collective and \_\_\_\_\_ (Lessee name).

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

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

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

### Rental Dates and Rates - Section B

Agreement as follows for the use of

- Elliot Studio (large studio)
- Tyler Studio (small studio)

for the purpose of \_\_\_\_\_ (intended use) for

- Specific dates/times (please specify) \_\_\_\_\_

- 
- Ongoing until further notice

Check all that apply:

- \$25 per hour during staff office hours or for recurring rentals
- \$50 per hour for one-time rentals outside of staff office hours

Total payment (if applicable): \_\_\_\_\_ (Rentals over \$100 are due at least two days prior to the day of rental).

**Initial** \_\_\_\_\_

*Lessee may be subject to a \$20 charge if planning for rental uses over an hour of FWDC administrative time.*

**Terms - Section C**

Lessee is responsible for set-up, tear-down, and clean-up. This time commitment must be included in the hours listed in section B. **Initial** \_\_\_\_\_

You may cancel this rental free of charge up to 24 hours prior to the event (5 days notice is required for rentals over \$100). Cancellations after that time frame will result in a \$25 fee.

**Initial** \_\_\_\_\_

Lessee bears the risk of loss to any improvements or damage to FWDC's personal property on the Premises due to the fault of Lessee. Lessee bears the risk of loss of any of Lessee's personal property. Lessee bears the risk and will indemnify and hold harmless FWDC of any claims of personal injury or property damage occurring during Lessee's occupancy of FWDC, whether due to the fault of Lessee or others.

**Initial** \_\_\_\_\_

If for any reason either party must enforce this Agreement due to breach by the other party, the prevailing party is entitled to recover any attorney's fees incurred due to the same.

**Initial** \_\_\_\_\_

All actions to enforce this agreement must be brought to Allen County, Indiana.

**Initial** \_\_\_\_\_

During the event, Lessee agrees to comply with Cinema Center should there be an issue with sound creating a problem in the first floor theatre. **Initial** \_\_\_\_\_

Lessee understands that there is to be no food or beverage (besides water) in the studios.

**Initial** \_\_\_\_\_

**Equipment - Section D**

Check all that apply.

Chairs

If yes, how many? \_\_\_\_\_

Tables

If yes, how many? \_\_\_\_\_

Lessee agrees to hold harmless and indemnify Fort Wayne Dance Collective, Inc., Arts United of Greater Fort Wayne, Inc., and its supporting agencies from any and all liabilities that arise on account of the programs under this agreement. Lessee further agrees to be held responsible for any facility or equipment damage. **Initial** \_\_\_\_\_

**Fort Wayne Dance Collective signature:** \_\_\_\_\_

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

**Lessee signature:** \_\_\_\_\_

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