

BAX BROOKLYN ARTS EXCHANGE

Date: _____ Renter Entity Name: _____ Agent (if applicable): _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Cell/Hm Phone #: _____ Wk Phone#: _____ Email: _____

Genre (check one): DANCE VISUAL THEATER PERFORMANCE

RENTER IS AT LEAST 21YRS OLD (check ID) _____ initial (IF a proxy is necessary to meet this requirement, the proxy must stand in as the contracting renter for all that is stipulated below)

RULES OF THE SPACE/REHEARSAL RENTAL AGREEMENT FOR THE BAX BUILDING, 421 Fifth Ave **PLEASE READ THE FOLLOWING CAREFULLY:**

The contracting renter (CR), named above, is financially responsible for all payments/debts. The CR must be the first one in the studio and the last one out. Please do not leave performers/associates in the studio after you've left. The CR may assign up to three agents to use the space in their place, provided those agents have signed a contract. These agents must be directly related to the work of the CR's company/current project and book under the Renter Entity name.

- There is absolutely no smoking, candles, or incense allowed in any part of the building. In addition, there is **no food** allowed in either the studio or the theater.
- The offices, lighting booth, and storage areas are off limits.
- **No** street, tap, black soled, or high heeled shoes, equipment, sets, props, furniture or any other objects or substances (including tape) may be used on the floors without prior permission from the BAX staff and without proper protection for the floor. Our floors are easily scuffed and dented due to the nature of the wood and finish. Small alternative pieces of flooring are available for use via the Front Desk.
- Absolutely no glitter, powder, water, or any disruptive substance may be used in any part of the BAX Building. Hanging any equipment (i.e. rope, etc) including body weight from the ceiling grid in the Theater is absolutely forbidden. Amplified instruments, as well as drums of any kind, are not allowed. All chairs, mirrors, mats, barres or other equipment (stereo, monitor, remote, DVD, etc.) may be used but must be returned to original locations. Stage lighting equipment is off limits unless arrangements are made. Studio D/Theater window shades AND curtains may NOT be altered by renters. Please request assistance from BAX staff for these items.
- The CR is responsible for replacing or repairing any damage to the studio or its equipment, fixtures or other property. **BAX/BROOKLYN ARTS EXCHANGE** is not responsible for any lost, damaged or stolen property brought to BAX by the renter or associates. The contracting renter(CR) hereby release, discharge and hold harmless BAX and its Representatives from any and all claims, causes of action and demands, which CR, or family, estate, heirs, successors or assigns, may have had or will have against BAX and/or its Representatives arising or resulting from their participation in the Activities, including without limitation, any claims, demands or causes of action for injuries suffered, including but not limited to injuries resulting from (directly or indirectly) the negligence of BAX or its Representatives.
- **There are No storage facilities for renters unless previously arranged with BAX staff. Requests should be submitted with at least two weeks' notice and may be subject to a weekly fee.**

I have read and understood the above: Initial here

COVID UPDATES/ADDENDUMS (continued on following pages)

- Studio capacity is capped at 15 people to allow for sufficient social distancing (expanded from 10 as of 1/1/22). Requests to exceed this capacity will be assessed on a case-by-case basis and should be submitted with two weeks' notice.
- CR is requested to pay in advance, via paypal or by calling in their card information during our available business hours.

RENTERS MUST FOLLOW THE CHECK IN PROCEDURE:

- Sanitize hands upon arrival to the Reception window
- Put on a mask (provided by BAX, or available for purchase) upon arrival at the Reception window unless they already have an acceptable face covering. **Please note** - it is preferred that N95-style masks with exhalation vents are not worn inside the building. If a renter arrives in one of these they will be asked (though not required) to switch into a surgical mask provided by BAX
 - All visitors should self-assess their health/temperature prior to arrival at BAX to ensure they are not currently experiencing any of the following symptoms that cannot be explained by clear other causes or conditions: cough, chest tightness/discomfort, obvious sore throat, body aches, malaise, loss of taste/smell or other unusual tastes (incl. "metallic" or "blood-like"), nausea/vomiting, loss of appetite, diarrhea, any subjective "feverish feeling" or elevated temperature, fainting or thermometer reading of >100.4. Additionally in the last 14 days they have not traveled to any states or countries currently required to quarantine upon return to New York, received a positive covid test result, or been exposed to someone confirmed positive for covid.
 - Write down name and phone number
 - (as of 9/7/21 in accordance with the Key to NYC Vaccine Mandate) All visitors 5 years of age and above must provide documentation of full COVID-19 vaccination and a valid photo ID to confirm said documentation.
 - Once cleared by BAX staff, proceed directly to the reserved studio. Changing rooms are available only upon request.

I have read and understood the above: Initial here

PLEASE LEAVE THE SPACE IN THE SAME CONDITION YOU ENTERED IT:

- Window fans and AC fans should remain ON except in cases of extreme temperatures or inclement weather.
- "high touch points" will have been wiped down with clorox or similar virucidal cleaner prior to each renter's arrival. These cleaning items will also be available should renters wish to do additional cleaning.

I have read and understood the above: Initial here

ADDITIONAL PROCEDURES/AGREEMENTS:

- Renter agrees to contact BAX if they experience any covid-related symptoms, receive a positive covid test result, or learn of confirmed exposure to a positive covid patient in 7 days following their rental, so that BAX can comply with any necessary contact-tracing procedures.
- Renter agrees to wear a mask or other acceptable face covering at all times while in the BAX building, including the studio.
- Renter agrees to observe social distancing at all times while in public spaces in the BAX building. We acknowledge that the nature of performance work does not always reasonably allow for distancing while working in the studio spaces.
- There will be one restroom assigned to each studio, on the same floor as that studio. Renters will use only this restroom as needed, one person at a time. Restrooms will be wiped down with clorox or similar virucidal cleaner between each rental. If individuals within a single rental wish to sanitize in between their uses, cleaning products will be available.
- Renter will leave promptly after their reservation to avoid congregation in common areas and possible overlap with the next renter(s).
- If a renter desires, an infrared thermometer can be made available for a small additional fee.

I have read and understood the above: Initial here

PAYMENTS AND CANCELLATIONS

- Rental payments are non-refundable. Upon initial booking, new renters must make a full payment towards their first reservation plus a \$20 yearly maintenance fee (non-refundable). As part of our Covid protocols, all rental fees must be paid in advance before entering the BAX Building. Renters must renew their \$20 maintenance fee yearly.
- The contracting renter is responsible for informing all associated personnel and adhering to the above rules of the space.
- The BROOKLYN ARTS EXCHANGE reserves the right to terminate this contract at any time.

In light of Covid-19 BAX has implemented a 4-tiered cancellation policy that allows flexibility for illness-related cancellations that take such matters with the seriousness they deserve.

Regular Cancellations: For all non-Covid-related cancellations, BAX maintains a strict 72-hour (3 full days) cancellation policy. Cancellations made more than 72 hours prior to a reservation will retain the full amount of monies paid to be used any later reservation date. Credits rendered by these cancellations do not expire. Cancellations made less than 72 hours prior to a reservation will forfeit the full amount of monies paid for that reservation.

Covid Cancellation ZONE 1: For all cancellations made on a proactive basis due to exposure to a positive Covid patient or any of the following symptoms that cannot be explained by other clear causes: cough, chest tightness/discomfort, obvious sore throat, body aches, malaise, loss of taste/smell or other unusual tastes (incl. "metallic" or "blood-like"), nausea/vomiting, loss of appetite, diarrhea, any subjective "feverish feeling" or elevated temperature, fainting, or thermometer reading of >100.4 - the renter will retain as credit the full amount of monies paid for the cancelled reservation(s). Credits rendered as part of this process will not expire. ***There will be a holding period of 5 days before any additional reservations may be scheduled or attended*** to provide adequate time to monitor symptoms, get a covid test, and/or obtain guidance from a medical professional. If the renter has additional reservations that fall within the holding period they will be subject to the same cancellation policy.

Covid Cancellation ZONE 2: For all cancellations made due to a positive Covid test result - the renter will retain as credit the full amount of monies paid for the cancelled reservation(s). Credits rendered as part of this process will not expire. ***There will be a holding period of 5-10 days (pending testing) before any additional reservations may be scheduled or attended*** in accordance with current guidance from the CDC. If the renter has additional existing reservations that fall within the holding period they will be subject to the same cancellation policy.

**Please note that if a renter has traveled to any of the states or countries currently required for quarantine upon arrival in New York, they should please comply with these quarantine requirements and not book space at BAX until after that quarantine has ended.*

Organizational Cancellation: BAX reserves the right to close in the face of any unmanageable risk including but not limited to - a sick staff member, updated governmental guidance, changes to infection rates, or other risk to our staff or community. Any reservations affected by such a closure will retain the full amount of monies paid to be used any later reservation date. Credits rendered by these cancellations do not expire.

I have read and the payment/cancellation policy: initial here

I have read, understood, and agree to abide by all of the above. I will be responsible for informing all of my associates and ensuring that all BROOKLYN ARTS EXCHANGE policies are adhered to.

Renter's Signature: _____ Date: _____

BAX Staff Signature: _____ Date: _____