

BAX BROOKLYN ARTS EXCHANGE

RULES OF THE SPACE

PLEASE READ THE FOLLOWING CAREFULLY:

The individual named above (Renter) is financially responsible for all payments/debts. This Renter must be the first one in the studio and the last one out. Please avoid leaving any participants in the studio after you have left. The Renter may assign up to three agents to use the space in their absence, provided those agents have signed a contract on file. These agents must be directly related to the work of the Renter's company or current project. The Agents must request and reserve rental space under the Renter/Rental Group Name.

BAX STRICTLY PROHIBITS

- Smoking (including Vapes) and active candles or incense in any part of the building.
- Eating or Drinking (except water) in the Studios or Theater.
- Glitter, powder, and other disruptive substances in any part of the BAX Building.
- Hanging any equipment (i.e., rope), including body weight, from the ceiling grid in Studio D/Theater.
- Amplified and percussive instruments (i.e., drums).
- Use of chairs, mats, barres, or other equipment without prior permission. We expect you to return all items to their original location(s) after use.
- Access to Offices, Technical Booths, and Storage Areas.
- Renters from **adjusting** Studio D/Theater window shades and curtains. Please request assistance from BAX Staff for these items.
- Street, Tap, Black-soled, or High-heeled shoes on our floors without prior permission from the Operations Manager.**
- Outside equipment, sets, props, furniture, or other objects/substances (including tape) on our floors without prior permission from the Operations Manager.**

***Approved use will require additional protections to safeguard the floors.*

NOTE: You are responsible for replacing or repairing any damage to the studio or its equipment, fixtures, or other property in the building resulting from your rental.

BAX | Brooklyn Arts Exchange is not responsible for any lost, damaged, or stolen property brought to BAX by the Renter or their Associates.

By initialing below, you release, discharge, and hold BAX and its Representatives harmless from all claims, causes of action, and demands 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.

I have read and understood the above:

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CHECK-IN PROCEDURE:

- Using the intercom, identify yourself and the reason for your visit to gain access to the building.
- Once inside, head directly to the 2nd Floor Reception Desk for further assistance and instructions.
- All visitors must sign in at Reception before proceeding to the Studios.

I have read and understood the above:

ADDITIONAL PROCEDURES/AGREEMENTS:

- If you have been exposed to COVID-19, are experiencing COVID-19-related symptoms, or received a **POSITIVE COVID-19 result** five (5) days before or after your rental, please immediately contact BAX.
- Allow window fans and A/C units to remain ON, except in extreme or inclement weather.
- Allow the Air Purifier to remain ON **at all times**.
- BAX has created 'Cleaning Kits' for anyone who wishes to do additional cleaning outside our sanitizing frequently touched surfaces before your arrival.
- Renters must renew their \$20 Annual Maintenance Fee and Rental Agreement yearly.
- Changing rooms are available upon request. Please notify BAX staff upon arrival, if needed.
- Renter and their guests will vacate the studio promptly at the end of their reservation.
- Storage Space is limited and available to Renters upon approval from the Operations Manager. Requests should be submitted with at least two weeks' notice and may be subject to additional fees.
- Renters are responsible for informing all associated guests and adhering to the above 'Rules of the Space.'

NOTE: This contract and corresponding subsidized rehearsal rates are for non-profit rehearsal activity only.

BAX | Brooklyn Arts Exchange reserves the right to revoke any Renter's booking privileges based on an outstanding balance, breach of contract, or inappropriate behavior.

By initialing below, you agree to rent for REHEARSALS ONLY unless otherwise contracted; Non-Rehearsal rates differ. Renters violating this policy, booking Non-Rehearsals (auditions, showings, classes/workshops, or other activities) at the Rehearsal rate will lose their rental privileges and be required to remit payment for the corrected rate.

I have read and understood the above:

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PAYMENTS AND CANCELLATIONS

Payment:

- Renters agree to remit payment for their reservation in advance of the rental.
- BAX requires First-Time Renters to remit payment of their **non-refundable** \$20 Annual Maintenance Fee and first scheduled reservation within 24hrs of confirmation. **We may cancel reservations due to non-payment.**
- Please remit payment for confirmed reservations to avoid losing booking privileges for outstanding balances.
- All rental payments are non-refundable.

Renter Cancellation:

- Cancellations - or other changes - made at least 72 hours before each reservation may receive a credit for future bookings.
- Cancellations due to COVID-19 will follow the current COVID-19 Cancellation Policy. See below for more information.

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 hazards to our staff or community.
- Any reservations affected by such closure will retain the total amount of monies paid for canceled reservation(s) for future scheduled bookings. **Credits generated by this cancellation type will not expire.**

BAX | Brooklyn Arts Exchange reserves the right to terminate this contract at any time.

I have read and understood the above:

COVID-19 ADDENDUM

Capacity:

- Maximum Studio Capacity is 15 Artists per studio.
- BAX will assess requests to exceed this capacity on a case-by-case basis. Please submit requests with at least two weeks' notice.

COVID-19 Cancellation:

- For all cancellations made on a proactive basis due to exposure to or a confirmed POSITIVE COVID-19 result, BAX will render credit to the Renter in the total amount of monies paid for the canceled reservation(s). **Credits generated as part of this process will not expire.**
- Per CDC guidelines, there will be a holding period of 5 days before you can schedule or attend any additional reservations at BAX. If the Renter has other reservations within the holding period, they will be subject to the same COVID-19 Cancellation Policy.

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BAX | Brooklyn Arts Exchange strongly recommends obtaining a NEGATIVE COVID-19 result before attending future bookings at BAX after a known exposure or POSITIVE COVID-19 result.

I have read and understood the above:

I have read, understood, and agree to abide by the above. By signing below, I agree to be held responsible for informing all of my associates of BROOKLYN ARTS EXCHANGE policies. I further agree to ensure that my guests and I adhere to them.

Renter's Signature: _____ Date: _____

BAX Staff Signature: _____ Date: _____

POLICIES SUBJECT TO CHANGE WITHOUT NOTICE