

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. The 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 (3) Proxies to use the space in their absence, provided each Proxy has a signed agreement on file. Each Proxy must be directly related to the Renter's company's or current project's work. The Proxy 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.
- Tap 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, 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.

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CHECK-IN PROCEDURE:

- If the Front Door is LOCKED, use the intercom to 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 check in at Reception before proceeding to the Studios.

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.
- **Renters must renew their \$20 Annual Maintenance Fee and Rental Agreement yearly.**
- 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, 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.

PAYMENTS AND MODIFICATIONS

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.

POLICIES SUBJECT TO CHANGE WITHOUT NOTICE

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- All rental payments are non-refundable.

Renter Modification:

- Rehearsal Modifications - including cancellations - made at least 72 hours before each reservation may receive a credit for future bookings.
- Rehearsal Modifications - including cancellations - made **under 72 hours** before each reservation starts will be applied/charged as used.
- Rehearsal Modifications due to COVID-19 will follow the current COVID-19 Cancellation Policy. See below for more information.

Organizational Modification:

- 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.

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 to the Operations Manager.

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.

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.