



STUDIO RENTAL POLICIES

This contract represents an agreement between The Big Muddy Dance Company (TBMDC), and “Renter” as named below. If Renter fails to uphold any of the following terms of this agreement, Renter’s studio privileges may be revoked.

Rentals

The BMDC studio space can be rented for rehearsals, classes, workshops and informal showings, as agreed upon. The studio will be rented in blocks of time as follows: one-hour minimum, 1/2 hour increments. Paid rental time periods include time for early arrival (if applicable) and setup/cleanup time. Space may be booked via our website inquiry form. Space is not guaranteed until the Studio Rental Agreement and Studio Rental Policies has been completed and signed by the renter and payment has been received. Renter agrees to have concluded rental activities, gone through proper closing procedures, and have locked the space by the end of the agreed rental time. Failure to do so will result in an additional fee. A staff member will provide access to the building at your designated access time or you will be issued a key for use.

Payment

Renters must pay for all studio space before the time it is used. Payment will be invoiced per Studio Rental Agreement for the total number of hours listed. The renter will be invoiced via the email address they provide on the agreement. They can pay directly online through the invoice or via check, prior to their rental period. All checks should be written to The Big Muddy Dance Company. Renters will receive receipts, if requested. Receipts will be emailed to the renter within one month of the payment.

Cancellation Policy

Rentals may be canceled and studio rental fee returned if the Renter notifies the Studio Manager at least 24-hours prior to the start of the rental period. Rental fee will be returned electronically. Failure to do so will result in the rental fee being forfeited.

Keys

Renters may be given a key, which must be placed in the lobby desk drawer after closing up at the end of your rental period. A renter will be charged up to a \$200 replacement fee for any key lost or not returned.

Shoes

All street shoes must be removed upon entering the studio. Soft-soled, non-marking, absolutely clean dance or athletic shoes, bare feet, and socks are allowed on the dance floor. Street shoes, spiked heels, stiletto heels, and cleats are not allowed on the dance floor.

Smoking/Incense/Flames

No smoking anywhere inside the building or in the back outdoor space. No incense or open flames of any sort.

Props

Props need to be constructed and utilized in such a way that they cause no damage to the dance floor or studio walls.

Storage

Renters may not leave any equipment, costumes, props or personal belongings anywhere in the studio, hallway, bathroom, or BMDC company storage spaces. Exceptions may be agreed upon and are subject to an additional fee. If any additional agreement is met regarding storage of certain items, BMDC is not responsible for damage or loss of such items.

Studio Security

The renter assumes responsibility for the security of the space during each rental period. Renters who are provided with keys are required to return the space to a secure state upon leaving by closing the garage door, locking the front door, and placing the key(s) in the lobby desk drawer. Please ensure that the door securely locks behind you as you leave.

Emergencies

For any emergency situations including accidents, health crises, criminal activities, or fire, call 911. There is no phone available at the studio. It is advised to have a cell phone close at hand. After emergency services have been contacted, notify the Studio Manager of any emergency situation at the earliest convenience.

Damage

The renter will assume full responsibility for any damage caused to any part of the entryway, studio, bathrooms, stereo equipment, floors, windows, mirrors, doors, walls, ceilings, etc.

sustained during the renter's scheduled rental period. The renter agrees to pay in full for repair or replacement of any item or structure damaged by the renters or by performers, collaborators, students or guests invited to the BMDC Washington Studio by the renter. Full payment for damage shall be made within one month of the damage. Any and all damage must be reported at the time of occurrence to the Studio Manager.

Liability

The renter assumes liability of any persons they invite to the space (guests), including but not limited to: students in the renter's class, performers or collaborators in the rehearsal, guests or audience members at a showing.

The renter agrees to observe and obey all posted rules and warnings, and further agree to follow any reasonable oral instructions or directions given by the BMDC, or the employees, representatives or agents of the BMDC.

The renter recognizes that there are certain inherent risks associated with the above described activity and assumes full responsibility for personally injury to themselves and (if applicable) their family members, students, collaborators, or guests and audience members, and further releases and discharges BMDC for injury, loss or damage arising out of their or their guest's use of or presence upon the facilities of BMDC, whether caused by the fault of themselves, their family, instructor or other third parties.

The renter agrees to indemnify and defend BMDC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from their or their family or guest's use of or presence upon the facilities of BMDC.

The renter agrees to pay for all damages to the facilities of BMDC caused by their or their family or guest's negligent, reckless, or willful actions.

Any legal or equitable claim that may arise from participation in the above shall be resolved under Missouri law.

The renter agrees that neither The Big Muddy Dance Company nor the Washington Studio will be held responsible for any damage done to their property while on the facility's premises, including the building's parking lot.

The renter understands that The Big Muddy Dance Company cannot prevent them [or their family or guests] from becoming exposed to, contracting, or spreading COVID-19 while utilizing The Big Muddy Dance Company's services or premises. It is not possible to prevent against the presence of the disease. Therefore, by choosing to utilize The Big Muddy Dance Company's services and/or enter onto The Big Muddy Dance Company's premises they may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against St. Louis Dance Theatre DBA The Big Muddy Dance Company and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing The Big Muddy Dance Company's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

Renter may be requested to provide a certificate of liability insurance naming The Big Muddy Dance Company as an additional insured, with a minimum per-occurrence coverage of \$1,000,000 personal and property coverage. If requested, a copy of the required Certificate of Liability Insurance must be submitted to BMDC prior to your class, activity, or showing.

Housekeeping

The renter assumes responsibility for returning the studio to a good state before they leave. All lights, sound equipment, TV, fans, and electrical equipment must be turned off.

Both thermostats must be turned to the proper setting for the season (listed on the thermostat near the bathrooms).

Trash and litter must be moved to the garbage can by the utility sink. Food items should be disposed of. No items should be left in the microwave or refrigerator after the rental period. Food and beverages, other than water, are only to be consumed in the lobby or in the sitting area near the drinking fountains.

The garage door may be opened, but must be handled with care. Do not slam the door in either direction. Please use the rope to bring it back down to close.

Please sweep if necessary, and leave the studio in the best possible condition for the next user. A dry mop, broom and dust pan, and vacuum are accessible near the garage door.

While BMDC provides major janitorial assistance, including toilet paper, hand towels and a clean facility for your rental, you play a significant role in keeping the studio clean. You must leave the studio in as good or better condition than when you found it.

Parking

The renter will have access to free parking in The Marcelle lot on behalf of BMDC. There is also paid street parking available in the area.

This contract will be reissued each fiscal year, starting the first of July. Renters will sign and submit this contract before using BMDC space (Washington Studio). Renters will be informed of changes to Studio Rental Policies.