

BIG SKY WORKS • RENTAL AGREEMENT

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. BIG SKY WORKS, also known as The Trapeze Loft, shall be referred to as BSW and

Tenant(s)/Lessee _____, shall be referred to as "RENTER."

RENTER Name (please print)

Equipment rental/space rental for the purposes of this agreement correspond to equipment and/or private aerial arts teaching at the BSW premises located at 29 Wythe Ave. in the city of Brooklyn, NY 11211.

RENTAL SCHEDULE PROCESS: To initiate a rental period RENTER is to email www.thetrapezeloft.com or tbirdgagne@yahoo.com with the rental purpose, date and start/stop times for rental. Upon approval of the RENTER's desired rental period, RENTER must complete a BSW Space Rental Agreement and adhere to the terms and conditions of said Agreement.

1. TERMS AND CONDITIONS: RENTER agrees to start and end the rental period on the hour or half hour of their rental period. If RENTER starts late, RENTER must still end their rental period on time so as not to hinder the rental period for any subsequent renter. Also, this means you must be finished and equipment taken down BEFORE the hour is finished. Be respectful of those that come in to use the space after you and leave it as you found it. If there are any problems or complaints, please contact Tanya Gagne @ tbirdgagne@yahoo.com or Suzanne Rogaleski, the studio manager, @ suzanneisthegreatest@hotmail.com.

2. FEES:

Rehearsal Rental Rates for the BSW space are as follows:

\$25 per hour per individual w/ equipment

\$20 per hour per individual w/ OWN equipment

\$40 for rehearsal time for up to 4 people w/ OWN equipment

\$50 for rehearsal time for up to 4 people w/ equipment

**Rentals for more than 4 people must be negotiated separately.

Teaching Rental Rates for the BSW space are as follows:

\$30 for Private students

\$40 for group rehearsals

**Group class of 6 or more is considered a private workshop and will be negotiated separately.

3. EQUIPMENT: Use of BSW's aerial equipment is covered in the rates above. Never wear any shoes when using the equipment. And leave it rigged the way you

found it. If you notice some wear and tear, please notify Tanya or Suzanne. RENTER that provides his/her own aerial apparatus and rigging equipment just pay the flat rental fee listed above. This MUST be specified on envelope. RENTER also agrees to only use chalk or rosin where it is designated, and never on the mats. Mats must also be folded and put away after each session. Please do not ever put the ladder on the mats and have your partner spot ladder while you are rigging.

4. EQUIPMENT STORAGE TERMS: BSW will not be held responsible for lost, stolen, unauthorized usage or damaged equipment RENTER leaves in the BSW space. Any equipment left at BSW must be stored neatly + respectfully.

5. CANCELLATION POLICY: BSW has a 24-hour cancellation policy. RENTER must give BSW a complete 24 hours notice BY EMAIL to the following email address: tbirdgagne@yahoo.com

BSW reserves the right to cancel a rental or reschedule due to BSW's company rehearsal and show schedule or any BSW related business or repair that would cause the renter to be removed from the schedule. We also reserve the right to cancel, remove or renegotiate a renter or class at our discretion and without notice.

6. PAYMENT TERMS: Payment is expected on the day of the rental period. Acceptable forms of payment are as follows: cash or check made payable to Tanya Gagne.

RENTER will fill out an envelope in detail with their name, date, purpose, time of rental and rental amount and place this envelope in the inside mail box by the front door. Any envelope not filled out correctly may result in RENTER not getting proper credit for their rental and result in a credit card charge.

7. CONDUCT: BSW pride's itself on being a place of positive energy and creative focus, therefore, RENTER agrees to always conduct himself/herself in a congenial and friendly manner with staff, children, students, other renters and any members of the general public who may be in the BSW space at various times. BSW reserves the right to discontinue this rental agreement at any time.

8. MUSIC/PHOTOGRAPHY:

MUSIC: Music is permitted. RENTERS are to exercise consideration when using music and negotiate a compromise if there is a disagreement regarding use of music.

FLASH PHOTOGRAPHY The use of flash photography is not permitted at any time in the BSW space unless separately negotiated with and authorized by the BSW staff. Video taping of individual lessons is permitted, as long as all in the camera sight lines are in agreement of the taping.

9. SAFETY WAIVER: Every teacher and student must sign a standard BSW waiver. In addition, each teacher/RENTER must have his or her own personal waiver signed by each student. BSW will provide RENTER with a clear copy of the BSW waiver. RENTER will be held responsible for making photocopies of

both the BSW waiver and RENTER's own waiver. RENTER must turn in signed waivers for new students prior to the start of class.

10. CONDITION OF PREMISES/MAINTENANCE OF THE SPACE: RENTER also agrees to sweep and clean up after himself or herself at the conclusion of each rental period. Specifically, personal belongings, trash of all types, especially any food items, water bottles and any other items RENTER may have brought into the BSW space shall be discarded and/or removed at the conclusion of the rental period.

11. GENERAL: Lights, heat and speakers must be turned OFF after your session and the door securely locked. Please DO NOT use the bathroom as your changing room. Use the dressing room in the space.

This agreement between _____ RENTER and BSW is effective this _____ day of the month of _____ in the year 20__.

SIGNATURES:

REPRESENTATIVE for BSW/The Trapeze Loft:

_____ Date: ____ / ____ / ____
Tanya Gagne, Director, BIG SKY WORKS

RENTER

_____ Date: ____ / ____ / ____
Print Name of RENTER