

BRAVO

A T B A L A N C E

FACILITY USAGE AGREEMENT





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Preface:

The rental Applicant is required to answer all information requested on the rental intake form, provide documentation including a Certificate of Insurance as requested and comply with all provisions of policy, guidelines, laws and rules that govern Balance Dance Studios. There are 8 pages contained in this agreement. Completion of the application does not authorize approval for use nor does it assure availability or use of equipment.

Rental Terms and Conditions

The application incorporates the terms and conditions of this Agreement and any Amendments. Amendments or modifications to this Agreement shall be in writing and signed by both parties. Only authorized Balance Dance Studios' Staff may approve an Amendment to this Agreement.

Rental applications may be accepted up to 12 months prior to an event, however Balance Dance Studios reserves the right to delay official reservation status until 180 days prior to event at which time reservation deposit is due. Any use of Balance Dance Studios' facilities can be canceled at the discretion of an authorized Balance Dance Studios' staff member, without advanced notice, if the renter's terms or requests change and are not deemed acceptable by Balance Dance Studios. In the case of cancellations, Balance Dance Studios assumes no liability other than the return of any previously paid fees for unused facilities.

A deposit equivalent to half of the total estimated rental fee is required and is non-refundable if event is cancelled with less than 30 days notice. Rental reservations for all or part of Balance Dance Studios' facilities are not final and are not treated as officially reserved until after the application has been approved by the Balance Dance Studios' Facility Rental Coordinator and any applicable deposit(s) are paid in full. Deposit, less a \$100 fee, is refundable should renter provide written cancelation notice and if scheduled event is 90 or more days from the date the written cancelation notice is provided.

Remaining rental fee is due 30 days prior to event. Remaining fee is the difference between the total rental fee (must include 100% of the usage fee and 100% of any additional fees based on the expected hours of the event) and the deposit. All payments by check must be mailed or provided in person at the Balance Dance Studios' front desk or by credit card over the phone (checks should be made out to Balance Dance Studios). The Cleaning/Damages Fee will be assessed after the event and charged immediately. Should the event last beyond the expected rental hours, the additional hourly fees will be due within 5 business days of the event or Balance Dance Studios reserves the right to charge the incremental fee to the credit card provided by Renter. All approved organizations may be required to pay rental costs that include building fees and/or staff support fees as outlined in the fee sheet on page 7. Rental rates are reviewed annually and rates may be changed at any time. **Note:** A six percent (6%) penalty will be added to the total rental cost statements that are 30 days past due from date of posting, and a (15%) penalty will be added to the total rental cost for payments 45 days past due. Failure to pay all rental fees and penalties and to bring the rental account fully up to date by the 60th day shall result in the loss of rental privileges and possible legal action.

Insurance Requirements

The Renter must provide an Accord Certificate of Insurance with types and limits of insurance given below at the time of submission of the Rental Application. Applications received without an accompanying Accord Certificate of Insurance will be declined and returned. **(SEE APPENDIX A - Balance Dance Studios Schedule of Minimum Insurance Requirements of this agreement.)**

Health Requirements

All food servings must be in compliance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G. A temporary food permit from the Texas Department of Health and Human Service may be required.

Indemnity provision

Renter hereby agrees to and shall indemnify, defend, and hold harmless Balance Dance Studios, its agents, trustees, officers, and employees from and against any and all suits, actions, losses, damages, liability, and claims of any character, type or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of Balance Dance Studios facilities by Renter, its agents, officers, employees, or invitees. Renter agrees to and shall insure its obligations under this provision in the amounts specified pursuant to this Agreement.

Conditions of Facility Use

By submitting this application for review and approval, the Renter agrees to all of the following terms and conditions of facility use:

General conditions for use of Balance Dance Studios facilities:

Health and Safety

- Due to safety and health concerns, no pets are allowed at events, including dogs (except for guide dogs for the visually impaired).
- Renter shall obtain prior written approval from Balance Dance Studios before using or contracting to use inflatable bouncy houses, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, animals, reptiles and the like, amusement rides, or tents on property.
- Balance Dance Studios reserves the right to require security as determined by Balance Dance Studios Facilities Rental coordinator during the full course of the event. The cost for specialized personnel, such as police or security will be paid by the Renter directly to Travis County. Custodians will not be considered as security.
- Organizations will be required to provide adult supervision during all events at the current adult to student ratio required by the Texas Department of Family and Protective Services' minimum standards for Childcare Centers.
- Smoking or tobacco use is not allowed on any Balance Dance Studios' property.
- Firearms or explosives will not be allowed on any Balance Dance Studios property.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes, or other unauthorized areas such as sidewalks, parking islands, or playfields.
- Organizations or persons renting Balance Dance Studios' facilities are responsible to enforce all restrictions.
- Open flames are not allowed on any Balance Dance Studios' property unless approved for food warming.

- In order for events to run smoothly in the Bravo space, Balance requests that Renter provide a minimum of 2 ushers for all events with an anticipated attendance of 50 or more people. If Renter is unable to provide ushers, Balance Dance Studios can arrange for ushers at an additional cost of \$25/hr per usher with a 4 hour minimum.

Sanitation/Janitorial

- All trash or recycle container pick-ups, other than those normally scheduled, which are required as a result of the organization's event, will be paid for by the organization.

Equipment / Current Facility Condition

- All specialized equipment (projectors, PA systems, computers, lighting equipment), will be operated only by Balance Dance Studios' employees unless approved in writing by authorized Balance Dance Studios' Facility Rental Coordinator. Additional fees for staff and equipment may apply for these services.
- Please note that the stage set and lobby décor are subject to change. If either the set or décor cannot be moved or changed easily, as determined by Balance Dance Studios, it must remain unchanged by the renting party.
- No signage will be allowed to be put up inside or outside Balance Dance Studios facilities without prior authorization by the owner.
- The use of decorations of any type, including scenery/props, must have prior approval.

Rates and Pricing

- Rental pricing shall be figured on an hourly basis, with a minimum of four hours for each rental period.
- The rental rate shall be the same for set-up, rehearsals, and performances.
- A minimum of one technician shall be hired for each rental period at the expense of the renter. Technicians must be employees of Balance Dance Studios unless an alternate technician is approved by Balance Dance Studios' Facility Rental Coordinator. If Balance Dance Studios deems it necessary to have additional labor, each additional employee shall be paid for by the Renter.
- The Renter understands that the Facilities Representative and/or AV Technicians will be paid for a minimum of one hour prior to each rental period to allow for set-up.
- The number of Facilities Representatives necessary for the event and the hours worked will be determined by the Balance Dance Studios' Facility Rental Coordinator.
- Adequate security may be required for the actual event and is to be provided by the Travis County Sheriff's Office. Security must arrive thirty minutes prior to the start of the event and may not leave until the facility has been vacated by all patrons.
- Each audience member must be seated in a fixed chair prior to the start of the performance and may never be seated in an aisle.
- No food or drinks are allowed in any areas of the building unless prior approval from the Balance Dance Studios' Facility Rental Coordinator has been given.
- Rental period starts when the first person from the renting organization enters the building and ends when the last person from the renting organization leaves.
- Room must be left in the same (or better) condition in which it was found, including cleanliness and room configuration. Renter will be responsible for removal of all food, trash, catering items and event equipment/supplies at the conclusion of the event. If the facility is not left clean, orderly and undamaged, Renter will be billed an **additional minimum \$100 Cleaning/ Damages Fee** depending on the cleanup necessary and/or damages incurred.
- Renter will be responsible for the **Full Cost** of any equipment that requires repairs or is damaged beyond repair.

- Possession or use of Firearms on the property of Balance Dance Studios is strictly prohibited. If event attendees are found in breach of this policy, the remainder of the event shall be cancelled without refund of fees.
- No children or unauthorized persons are allowed in the A/V booth at any time.
- If scheduled event has any special needs, Renter is responsible for bringing them to the attention of Balance Dance Studios at the time of reservation in order for Balance Dance Studios to provide efforts to accommodate.
- Balance Dance Studios reserves the right to photograph events and/or productions to be used for the purpose of marketing and/or promoting Bravo at Balance.

Exclusions

- Balance Dance Studios does not directly rent out nor sell event supplies including but not limited to tables, chairs, linens, plates, flatware, glasses, food service supplies or equipment, tents, or decorations. Should renter desire such additional services be handled by Balance Dance Studios, Renter must request details on services needed and Balance Dance Studios' Facility Rental Coordinator will provide a separate quote based on Renter's needs.

Governing Law

This Agreement will be construed in accord with the laws of the State of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any dispute arising out of this agreement will be a court of competent jurisdiction in Travis County, Texas.

Criminal Background Checks

Approved organizations agree to prohibit employees, agents, or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of Balance Dance Studios' property.

Balance Dance Studios retains the right to run background checks on individuals and refuse any individual who is a registered sex offender access the Balance Dance Studios' facilities.

The Renter is required to answer all information, provide documentation including a Certificate of Insurance (**APPENDIX A**) as required, and comply with all provisions of policy, guidelines, laws and rules that govern Balance Dance Studios. Upon completion of the application by the Renter, the form must be submitted to the Facilities Rental Coordinator for review and approval. An estimated charge for facility usage will be made available to the Renter with the approved Agreement for Use of Balance Dance Studios Facilities, if requested. Charges will be assessed in accordance with the then current facility usage rate chart. Any questions concerning availability of Balance Dance Studios' facilities, or the requirements of this document, should be directed to the Balance Dance Studios' Facility Rental Coordinator.

I have read the above and agree to conform to all policies.

Name of authorized Renter (print) _____

Signature of authorized Renter _____ **Date** _____



APPENDIX A

Balance Dance Studios Schedule of Minimum Insurance Requirements

The following information is provided to inform the Renter of insurance requirements to be provided and approved prior to use of any Balance Dance Studios' facility.

NOTE: Balance Dance Studios does not purchase liability insurance for death, property damage or personal injury or the use of Balance Dance Studios' property. The Renter must provide an Accord Certificate of Insurance with types and limits of insurance given below. The Accord Certificate of Insurance shall name Balance Dance Studios as a Certificate Holder. Balance Dance Studios reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

NOTE 1: All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current Best Book, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or it's designee, and is acceptable to Balance Dance Studios. The insured shall be the named Organization. Balance Dance Studios Inc. should be listed as "Additional Insured". The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. The Accord Certificate of Insurance must provide coverage for the whole term of the Agreement for Use of Balance Dance Studios' Facilities. Balance Dance Studios reserves the right to reject at any time a Certificate of Insurance submitted by an organization.

NOTE 2: All Organizations shall provide Fire Damage Liability insurance coverage with \$50,000 limits. Commercial General Liability Insurance containing all coverage set out in the basic policy from in Texas including Products and Completed Operations, Contractual, Personal and Advertising Injury, Explosion Collapse and Underground Property Damage Hazard; insurance shall provide limits of:

Policy Aggregate: (At least) \$1,000,000 or state "NONE"

Each Occurrence: (At least) \$1,000,000

Products/Completed Operations Aggregate: (At least) \$1,000,000

Fire Damage Liability: (At least) \$ 50,000



Fee Sheet for BRAVO Facility Usage

Physical Space and Required Staffing

Physical Space Inclusions: Access to Bravo building entryway, studio 7 stage, risers and seating, curtains, wings, projector, greenroom, restrooms and parking lot (designating parking areas shown on page 8).	\$500
Staffing Inclusions: 4 hours of a dedicated Balance Dance Studios' Facilities Representative (Must be present at all times space is being occupied by renter)	
<i>Additional Hourly Space Rental Rate</i>	\$125
Studio 8 Hourly Rental Rate	\$50

Audio / Visual

A/V (No lighting or sound adjustments needed)	Included
<u>Basic Audio / Visual</u>	
A/V Tech Basic Manipulation (4 Hour Minimum)	\$120
<i>Additional Hourly A/V Tech Basic Manipulation</i>	\$30
<u>Advanced Audio / Visual</u>	
A/V Tech Advanced Manipulation (4 Hour Minimum)	\$160-\$200
<i>Additional Hourly A/V Tech Advanced Manipulation</i>	\$40-\$50

Security

Travis County Officer – If Required by Balance Dance Studios (4 Hour Minimum) PAID DIRECTLY TO TRAVIS COUNTY	\$300
<i>Additional Hourly Security Fee PAID DIRECTLY TO TRAVIS COUNTY</i>	\$75

Ushers (if not furnished by Renter)

Minimum of 2 ushers for 50 or more attendees for a minimum of 4 hours.	\$200
<i>Additional Hourly Per Usher Fee</i>	\$25

Marquee Usage

Marquee Display Charge	\$50
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Bravo Event Parking

Designated parking is highlighted in yellow.





RESERVATION FORM & PAYMENT/DEPOSIT

Name (print): _____

Address: _____

Phone Number(s): _____

Email: _____

\$ _____ Room Fee

\$ _____ Additional Fees (Fee Details Below)

\$ _____ Total Amount Due (To be paid in full at least 30 days prior to event date)

\$ _____ Deposit Paid Date _____

\$ _____ Remainder Due Date _____

Additional Fees / Comments/ Requests:

Credit Card Information (required):

Type of Card: _____ Card Number: _____

Expiration Date: _____ Security Code: _____

If paid by Check, Check# _____

Additional Fees (To be assessed after event) _____

Signature: _____ Date: _____