

AMDA
**The American Musical
and Dramatic Academy**
NEW YORK CITY

AMDA STUDIO RENTAL AGREEMENT

This Studio Rental Agreement (referred to as “Agreement” hereafter) is made by and between AMDA (“AMDA”) with offices at 211 W. 61st St, New York, NY 10023, and the client participating in this Agreement (“Client”), and sets out the terms and conditions of studio rental (referred to as “Rental” hereafter) at AMDA Studio Rentals (referred to as the “Facility” hereafter), located at 244 W. 54th St., New York, NY 10019.

CLIENT INFORMATION

Client must provide AMDA with the following information:

- Client’s full name (personal or company name as applicable).
- Client’s primary phone number and email address.
- Type of activity, booking title, and number of participants for each Rental.
- Dates and times for each Rental.

CANCELLATION POLICY & FINANCIAL TERMS

- Rental fees are due before Rental start-time.
- Payments and deposits are non-refundable and non-transferable.
- No cancellations or modifications are permitted within 48 hours of the Rental start-time.
- AMDA reserves the right to charge Client for overdue Rental fees.
- Rentals with a total fee exceeding \$250.00 are subject to a 50% deposit.

CONDITIONS OF USE

By entering into this Agreement, Client assumes complete responsibility for all Rentals reserved under the Client’s name. Client assumes all responsibility for any persons participating in any activity relating to the Rental (each referred to as “Guest” hereafter). Clients and Guests shall not act in any manner which conflicts with laws, ordinances, orders, requirements, rules, or regulations of the Fire Department of New York, or Board of Health, or any other governmental department or agency having jurisdiction. Client acknowledges and agrees, on behalf of itself and its Guests, that any use of the Facility, including all activities relating to the Rental, is done at their own risk and that AMDA disclaims any and all liability arising out of such use except to the extent caused by AMDA’s gross negligence or willful misconduct.

AMDA strives to maintain a safe and professional environment at the Facility and therefore reserves the right to deny access, suspend or evict any individual(s) who engage in disrespectful, disruptive, destructive, dangerous, intimidating or offensive behavior towards other Clients, AMDA students or staff, or whose conduct is otherwise deemed by AMDA to be in violation of this Agreement.

- Client agrees, on behalf of itself and its Guests, that they may be recorded for security purposes.
- Client is financially responsible for any damages to the Facility or any equipment located therein resulting from Client or Guest activities at the Facility. Without limiting the foregoing, AMDA

reserves the right to evaluate damages or loss, and charge Client for whatever expenses may be incurred.

- Rental is limited to the scheduled period only. Early and overtime access to Rental shall be arranged in advance and is subject to additional charges determined by AMDA. AMDA reserves the right to reassign Client to a studio of equal or greater value without notice.
- Client may not remove pianos or keyboards from studio or place food or beverages on these instruments. Client and Guests assume all risk arising out of moving or attempting to move the pianos on their own.
- Clients and Guests must remove all trash and recyclables from the Rental studio and place in central disposal bins.
- Clients and Guests may not have deliveries made to the Facility without the prior consent of AMDA staff.
- AMDA reserves the right to refuse admittance to any individual or organization, within the limits of New York State law.

RESTRICTIONS

Clients and Guests are subject to the following restrictions:

- No smoking anywhere in the Facility.
- Roof access is for emergency evacuation only.
- Storage at the Facility is per AMDA permission only.
- Auditions, or castings of any kind, are not permitted.
- Public presentations or performances are not permitted.
- Stage combat weapons are prohibited.
- No tape of any kind on the floor or walls.
- Percussion, brass, woodwind or amplified instruments (including microphones) are prohibited.
- Sound systems are available in certain studios. Client may not use their own sound system.
- Film or video production is per AMDA permission only.
- Studios are to be used "as is". Decorating studios is per AMDA permission only.
- Throwing furniture or other objects, banging on the walls, or stomping on the floors are prohibited.
- Bicycles, scooters, skateboards, rollerblades, hover-boards etc. are prohibited.
- Animals are not permitted in the Facility (licensed service animals per AMDA permission only).
- No posting announcements, advertisements, directions, instructions anywhere in the Facility.
- All Rental activities must take place inside the Rental studio.
- Clients and Guests must limit wait time before Rental to less than 30 minutes.
- Clients and Guests must leave promptly when Rental is finished.
- Activities relating to physical or mental health treatment or services, physical / occupational / psychological therapy, athletic conditioning, massage, etc. are not permitted.

Failure by Client to respect the conditions of this Agreement could result in (a) additional fees (b) immediate eviction from the premises, (c) the release of any remaining reserved space, and (d) the loss of future reservation privileges. Eviction or other early termination of any Rental due to violation by Client of this Agreement shall be without any refund or compensation to Client.

GENERAL TERMS

Client, for itself and its partners or members, hereby agrees to indemnify, defend (at the election of AMDA) and hold harmless AMDA and its officers, directors, employees and agents from any and all claims, actions, proceedings, and resulting costs, loss, damage, liability, awards, judgments, expenses, attorneys' fees, penalties and fines whatsoever which may be claimed by any person or persons (including, without limitation, any Guest(s)) consequent upon or arising from (a) any injury to person or

property or damage of whatever kind of character suffered or sustained on AMDA premises and consequent upon or arising from the use of said premises by, on behalf of, or at the invitation of Client (or its members, employees, agents, Guests or clients); (b) any failure of Client (or its members, employees, agents, Guests or clients) to conform with all laws, rules, statues, ordinances and governmental regulations now or hereafter in force; or (c) any gross negligence, willful misconduct or breach of this Agreement by Client (or its members, employees, agents, Guests or clients). THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT MAY NOT BE ASSIGNED, TRANSFERRED OR CONVEYED BY CLIENT WITHOUT THE PRIOR WRITTEN CONSENT OF AMDA. AMDA FACILITIES AND EQUIPMENT ARE MADE AVAILABLE TO CLIENT AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL AMDA BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND AMDA'S MAXIMUM LIABILITY TO CLIENT FOR ANY CLAIM ARISING OUT OF ANY RENTAL SHALL BE THE RENTAL FEES ACTUALLY PAID BY CLIENT FOR SUCH RENTAL (IF ANY).

This Agreement may not be modified except by written instrument executed by both parties. If any term of this Agreement is to any extent invalid or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing its original intent. This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. Signatures that have been copied, faxed, scanned or electronically generated shall be deemed to be originals for purposes hereof.