

MARK MORRIS DANCE CENTER

MMDG RENTAL TERMS AND CONDITIONS

Upon confirming a space rental, RENTER agrees to abide by the following terms and conditions.

This AGREEMENT serves as a contract between the rental party (heretofore known as RENTER) and Discalced, Inc. dba Mark Morris Dance Group (heretofore known as MMDG) for the rental of space at the Mark Morris Dance Center (heretofore known as SPACE).

Please carefully review the terms of the rental agreement below, which contains important information about your obligations as a RENTER as well as ours.

PAYMENT & CANCELLATIONS

Payments for hourly SPACE are processed by MMDG weekly by card for the following week's rentals. RENTER is required to put a credit card on file to book rehearsal space with MMDG. MMDG reserves the right to charge the card on file the date of the rental if a fee is owed for an unpaid bill, cancellation, studio damages, or misuse of SPACE. Card payments over \$500 will be subject to a 3% processing fee.

Payments made by check or ACH must be payable to Discalced, Inc. dba Mark Morris Dance Group. All checks returned unpaid for any reason will be subject to an additional charge of \$15.

MMDG requires 7 days' notice for rehearsal space cancellations and 30 days' notice to cancel all other bookings. RENTER forfeits entire payment to MMDG for cancellations or schedule changes if adequate notice is not provided.

If RENTER exceeds agreed upon end time for bookings, RENTER will be charged for the additional use of the SPACE at 150% (one hundred and fifty percent) of the hourly rental rate.

SPACE AND EQUIPMENT

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RENTER understands that, unless otherwise specified, SPACE is licensed for the agreed upon purpose only. RENTER will be subject to additional fees for the use of SPACE for an activity other than the one stated in their request form. Use of SPACE for another purpose should be requested with as much notice as possible and may warrant the creation of a separate agreement.

RENTER agrees to comply with [Studio policies](#), which explicitly prohibit use of open flame, tape on floors and walls such as scotch and duct tape, anything that may puncture the walls such as nails and push pins, and use of glitter and rosin. Food is not allowed within any studios.

RENTER agrees to comply with [Dance Center policies](#), which explicitly prohibit animals (other than Service Animals), e-bikes and e-scooters, firearms or weapons of any kind and smoking or vaping indoors.

RENTER agrees to take good care of the SPACE, including provided equipment and resources.

RENTER agrees that it is responsible for any damage (aside from normal wear and tear) caused to the studio and/or MMDG equipment by RENTER, its agents, and employees. If additional cleaning or repair is required as a result of the RENTER's use of the studio and/or equipment, MMDG will invoice the RENTER for related costs within 60 day(s).

RENTER agrees to obtain and keep in full force during the term of this agreement, at its own cost, workers compensation insurance affording coverage under the Workers Compensation laws of New York. RENTER agrees to provide proof of required coverage upon request.

RENTER agrees to obtain and keep in full force during the term of this agreement, at its own cost, a general comprehensive liability policy with bodily injury limits of at least \$1,000,000 (one million dollars), listing Discalced, Inc. dba Mark Morris Dance Group as an additional insured. RENTER agrees to provide proof of required coverage upon request. If RENTER chooses not to obtain coverage, RENTER understands they are responsible for covering the cost of any damage (aside from normal wear and tear) caused to the studio and/or MMDG equipment by RENTER, its agents, and employees at its own expense.

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RENTER has access to the barres, chairs, piano and audio equipment provided in the studio at no additional cost. There is a fee to access additional equipment in the room, such as a TV/monitor and/or video streaming equipment. Requests for access must be submitted in advance. A full list of equipment can be provided upon request.

Additional equipment and resources (such as tables, chairs, and music stands) can be rented for a fee. RENTER agrees to submit requests for additional resources no less than one week prior to the scheduled event.

MMDG reserves the right to forbid the use by the RENTER of any MMDG items or equipment in any situation when MMDG feels the items or equipment are being used in a manner that is unsafe or inappropriate.

Pianos are placed strategically in each studio to be accessible while taking up as little space as possible. If RENTER is not using the pianos, they must plan to work around them and are prohibited from moving them. If a piano must be moved, assistance must be provided by an MMDG staff member. A fee may be charged to any RENTER who moves a piano without approval or assistance. Further, if RENTER is deemed responsible for any damage to a piano, they will be charged for any repair costs incurred by MMDG.

RENTER shall submit a written list of any equipment (props, set pieces, tables, chairs, etc.) that will be used on the premises no less than two weeks prior to their booking for approval by MMDG.

- Approval is dependent, in part, on weight and design of the items.
- No single item that exceeds 450 pounds may sit directly on the studio floor. Heavier items may be permitted depending on weight distribution and viable floor protection options, such as Masonite or plywood, which can be provided by MMDG upon request for a fee.
- Use of prop firearms within a private space must be requested. If approved, locked storage of these items is required.
- Use of fog machines and cooking implements are explicitly prohibited.
- Load ins, load outs and deliveries must be completed within the confirmed rental windows (as described herein). MMDG does not have a dedicated entrance for loading or a freight elevator. If significant elevator access is required, it must be requested. Deliveries must be communicated to MMDG for approval in advance. MMDG will not sign for any deliveries.

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- RENTER agrees to remove all items brought into SPACE by the RENTER at the end of their booking. RENTER shall leave SPACE in as good condition or better than they found it.

Power is limited within the studio. Power needs must be articulated in advance of rental.

RENTER shall not use public spaces in the Dance Center as holding space for equipment, cast or crew. Additional space may be rented, subject to availability.

RENTER agrees to vacate SPACE immediately by the end time of their rental period. For bookings ending at the same time as the building's closing time, RENTER agrees to exit the building no more than 15 minutes past the building's closing time.

Any use of SPACE for an activity for which RENTER might charge a fee or admission, including but not limited to filming, recording, photography, classes, and public performances, will not be permitted without prior written approval from MMDG.

RENTER shall not obstruct any point of egress or make any modifications to SPACE within the Mark Morris Dance Center at any time.

MMDG has the right to change a studio assignment at its discretion but will limit use of this right as much as possible.

MMDG shall provide a climate-controlled space. Requests for temperature adjustments can be requested. Specific climate control needs must be discussed in advance.

MMDG shall inform RENTER of any planned construction in advance. There are often unaffiliated major construction projects underway immediately adjacent to the Mark Morris Dance Center. MMDG is not responsible for construction noise or vibration levels associated therewith.

PERSONNEL

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RENTER shall elect one representative on behalf of RENTER to relay rental related requests and additional communications to MMDG staff.

RENTER shall not exceed the occupant capacity of any area or studio at the Mark Morris Dance Center. If capacity is reached or exceeded, MMDG reserves the right to cancel RENTER's booking and prohibit access to SPACE. All present people, regardless of age, shall count towards the capacity.

RENTER is responsible for their party and is expected to know the number of people in their party and their locations. In the event of an emergency or evacuation, RENTER will await further instructions from MMDG staff.

Discalced, Inc is committed to maintaining a professional and congenial workplace which provides employees with equality, respect, and dignity in a safe and supportive environment, and strongly disapproves of and will not tolerate any form of sexual harassment, harassment, intimidation, bullying or discrimination. As such, and without limiting the foregoing, RENTER agrees that he/she/they, pursuant to this agreement, shall not harass Discalced, Inc.'s employees, on the basis of race, color, national origin, ancestry, religion, veteran's status, marital or domestic partner status, sex, sexual orientation, gender, (including gender perception or identity), age, disability or perceived disability, citizenship status, medical condition, or any other legally protected characteristic. RENTER further agrees to take all reasonable steps to prevent such harassment from occurring.

MMDG shall provide a certified Fire Guard in the building during all public operating hours to maintain a safe environment and if warranted, a safe evacuation. If the Fire Guard finds unsafe conditions caused by the RENTER, the RENTER must provide the necessary assistance to remedy the unsafe conditions.

SUBSIDIZED REHEARSAL SPACE

If RENTER qualifies for the MMDG Subsidized Rehearsal Space Program (SRSP), they shall receive the subsidized rate of \$10/hour for rehearsal rentals across all studios. This rate will be available until RENTER has reached the annual maximum hours of subsidized space per calendar year.

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After the annual limit has been reached, bookings by RENTER will be charged at either the nonprofit rate or a lower, discounted flat rate, dependent on RENTER's annual operating budget.

HEALTH & SAFETY

RENTER agrees to serve as or designate a Safety Monitor for their group who is responsible for maintaining a personnel contact list and reporting whether they/their personnel have tested positive for COVID-19 positive or become symptomatic within 48 hours of their activity at the Dance Center. RENTER must contact trackandtrace@mmdg.org to report a suspected or confirmed case.

RENTER and MMDG understand that the requirements are in accordance with New York State (NYS) and Center for Disease Control (CDC) guidelines and recommendations and that changes to these guidelines and recommendations will be discussed as needed.

PROMOTION

Prior approval from MMDG is required to photograph or film inside the Dance Center for public use. Approval shall not be unreasonably withheld. Video/photos taken for private, personal use (i.e. rehearsal review, non-public archives) do not need approval. If public use photography or filming is approved, RENTERS may film in an approved space or studio only. Children, adults, faculty, and staff may NOT be filmed or photographed without their consent, including incidental background footage. The Dance Center reserves the right to deny any shoot requests at any time. MMDG reserves the right to require that an employee accompany a shoot crew when filming in the Dance Center. The name, logo, or any likeness of MMDG will not be used without the express written permission of MMDG.

GENERAL

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RENTER assumes all responsibility for complying with all laws, ordinances and regulations including but not limited to fire, public assembly and any such laws that may apply to RENTER's use of the Mark Morris Dance Center.

RENTER warrants and represents that it is able and hereby assumes full responsibility for the care and safekeeping of all property brought onto the premises. For any injury to persons or damage to property occurring as a result of RENTER's use of SPACE the RENTER agrees to indemnify and hold harmless MMDG against any and all claims arising out of or relating to this agreement.

This AGREEMENT and the obligations of MMDG and RENTER are subject to conditions beyond the reasonable control of the parties hereto, thus should any of the parties shall be prevented by act of God, storm, fire, flood, acts of regulations of government agencies of public authorities of labor unions, labor dispute, strike, lockout, civil disturbance, war, riot, blackout, act of public enemy, epidemic, pandemic, interruption or delay of transportation service, casualty, physical disability, or illness, the parties shall respectively be relieved of their obligations hereunder and there shall be no claim for damages for either party against the other. If RENTER or MMDG requests to cancel or reschedule for any of the aforementioned reasons, MMDG and RENTER will try in good faith to reschedule the canceled Event to a mutually agreeable date.

MMDG shall indemnify and hold harmless RENTER from and against any and all claims, damages or liability arising out the of MMDG's and/or its employees' lack of due care of willful misconduct with respect to a third party, including without limitation incidental and consequential damages and reasonable attorney's fees. MMDG further agrees to hold harmless RENTER against any and all claims arising out of a failure of the MMDG to compensate MMDG's employees or contractors.

RENTER shall indemnify and hold harmless of MMDG from and against any and all claims, damages or liability arising out of its agents' or employees' lack of due care or willful misconduct with respect to a third party, including without limitation incidental and consequential damages and reasonable attorney's fees.