

# RENTAL AGREEMENT

## Studio C

13256 NE 20<sup>th</sup> Street Suite #7, Bellevue, WA 98005

### **Indemnification**

*The Client will be solely responsible for those in attendance at its events. If there is any damage to property or injury to persons by the Client or anyone in attendance at its events, or default by Client in the performance of this Agreement, the Client will pay expenses promptly for all such damage and injury and for all repairs, replacement costs, lost revenues, attorney's fees and expenses incurred by the Studio C, its officers, directors, employees and representatives. The Client will hold Studio C and its officers, directors and employees harmless from all claims made by third parties as a result of acts or omissions by the Client and those present at its events. The liability of Studio C and the owners of the premises and their respective officers, directors, employees, partners and representatives to the Client is limited to the amount paid by the Client for the space, and in no event will they or any of them be liable for any incidental, consequential, special or indirect damages.*

*Clients agree that Studio C shall not be liable for failure to provide physical properties and services in the event that such failure is caused by acts or regulations of public authorities, labor difficulties, strike, epidemic, interruption or delay of transportation services, delays in construction schedules or any other cause beyond the control of Studio C.*

*At the discretion of Studio C, the Client is required to add The Gustin Group and Studio C as an additional insured on the Client's insurance policy. This will be decided on a case-by-case basis.*

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### **Access**

Participants cannot sign-in and/or gain access to the facilities until 15 minutes before the start time of rental, and cannot have access to the room/space(s) designated for their events until the time established in the Rental Contract. The client must account for preparation and clean-up time in their calculation of space usage.

Clients may use space only for the purposes indicated in the Space Usage Application. Any change must be approved in advance by Studio C Staff. Studio C reserves the right to cancel any rental at any time when, in the sole view of the Studio C management, the space is being used in ways that are inconsistent with the stated use or that would disrupt the normal working atmosphere of Studio B or adjacent tenants of the building.

### **Room Reservations and Payments**

All rentals must be made for a minimum of two hours of space usage time.

Client will be denied access to the space until the start time stated on the rental contract, and the room must be empty and clean at the end time stated in the rental contract. Participants cannot sign-in and/or gain access to the facilities until 15 minutes before the start time of rental. **Upon approval**, any group that uses the space outside of the contracted time will be charged incrementally by the hour.

Credit card payments may be made via phone or in person. Checks/money orders (made out to Studio C) may be mailed. All cash payments must be made in person. Clients are strongly encouraged to pay by check.

**For one-time rentals:** Upon approval, clients secure a room by submitting ALL rental paperwork and payment IN FULL.

**For Recurring Rentals:** Upon approval, clients secure a room by submitting ALL rental paperwork and a 50% deposit. The Center reserves the right to raise the deposit amount for clients requesting to hold space of extreme high value. Payment in full is expected 14 days prior to start of rental.\* Alternative payment schedules must be approved by Studio C Director.

**If full payment is not received by the meeting date and time, the Studio C management will deny the client access to the space until full payment is made.**

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### **Cancellation Policy**

Cancellations must be submitted in writing to an authorized staff member. Cancellations that do not receive a response in writing from an authorized staff member will not be honored. For cancellations made more than **30** days before first day of use, there will be no cancellation fee and deposit and/or payment will become a credit toward future room use. **Rental Credits must be redeemed within 6 months of being granted. No refunds are available.**

For cancellations made under 30 days of the meeting date, there will be no refund or credit given; client will lose the room rental payment and is liable for any outstanding balance. Fees may be assessed for cancellations of large value at the discrepancy of the Studio C Director.

Clients that repeatedly make cancellations are subject to be denied space.

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### **Housekeeping**

It is the client's responsibility to make sure to leave the room as clean as it was when they arrived.

Clients must:

Place all trash and recyclables in designated receptacles. Please notify Studio C's Director if additional trash receptacles or trash bags are needed. Remove all literature, decorations, signs, etc. and discard unwanted items in the appropriate receptacles at the end of the event. All trash incurred during the event must be gathered into 1 or more large garbage bags and taken to the dumpster at the north end of the parking lot upon completion of event.

Studio C cannot be held responsible for personal belongings. Please give any unclaimed personal belongings to the Studio C Director for lost-and-found. Found items are kept for 7 days and then donated when possible or discarded.

### **Room Set-Up**

Requests for furniture set-ups of tables and chairs must be made at least 14 days in advance by submitting a space set-up form. All set-ups must be confirmed by the Studio C. If set-up form is not submitted in ample time, client is responsible for their own furniture set-up. All Studio C furniture must remain inside the premises at all times. Furniture or any other equipment cannot block any doorways or fire exits at any time.

### **Equipment**

All equipment must be paid for and requested 14 business days in advance. All equipment requests must be approved by Studio C staff. Equipment is to be signed out at front desk when signing in for session and returned to front desk at the session's completion. Client is responsible for setting up and utilizing equipment without assistance from Center staff. All Studio C equipment must remain inside the premises at all times. Client shall always exercise care in their use of Studio C and its equipment. Studio C reserves the right to charge a Client for repair or replacement of any equipment or furniture that is damaged or missing during the period it was rented to the Client.

### **Decorations & Property**

All decorations must be approved by Studio C staff in advance. No decorations may be attached to pipes or light fixtures. Only blue painters tape may be used to affix decorations. No posting of any signs or materials outside of meeting space and time is allowed without special permission from Studio C management.

### **Food and Beverages**

Clients must notify Studio C in advance before bringing in food and beverages for events or programs. Studio C does not provide catering service. Clients are responsible for providing necessary items for serving food and beverages. Clients are responsible for disposing of all unconsumed food and beverages in the appropriate garbage receptacles at the end of their events, as well as removing any serving or catering supplies.

**Alcoholic Beverages**

Alcoholic beverages may not be served at any event unless by special written permission from Studio C Director.

**Deliveries**

Clients must inform Studio C of the names of all persons or vendors making deliveries for events in advance as written in the rental contract. Clients must arrange for deliveries to arrive when they are present. Studio C will not be liable in any way for the fact or subsequent consequences of a delivery not being accepted. Studio C will not take responsibility for COD deliveries. Studio C is not liable for any deliveries that arrive when the Client is not present.

**Noise**

Client must keep all noise, music, and other sounds within the event at a reasonable volume. Any sound that interrupts any other activities within the building is unacceptable. Any group that cannot keep noise under control may be asked to leave the building.

**Services**

Studio C provides no services other than space access and pre-approved furniture set up. Clients are responsible for their own equipment and supply set-up and clean up. Studio C staff will not provide help carrying equipment or supplies, setting up equipment, or any other service.

**Storage**

Studio C cannot be responsible for equipment or property that is left on its premises even if the Client is given access to storage space by Studio C. Studio C reserves the right to dispose of any property left on the premises outside of arranged storage agreement. Nothing may be stored on site prior to rental. With a storage fee, short term storage and minimal storage is available at the discretion of the Studio C Director.

**Capacity**

The number of participants specified in the rental contract must be adhered to; Studio C reserves the right to limit any additional persons beyond the contracted number in the facility.

**Rental Rates**

Studio C reserves the right to adjust the general space fee at any time with at least 30 day's notice. Notice will be deemed sufficient if a written notice is prominently displayed on the website or email marketing. Fees are subject to change upon renewal of any Space Usage Application or Rental Contract.

**Personnel Changes**

If during the term of a Space Use Agreement a Client experiences significant personnel changes, especially in the prime contracts that are provided to Studio C in the Space Use Application and Rental Contract, the Client is responsible for notifying Studio C of such changes immediately.

**Listing in Publications**

All clients renting space from Studio C will be added to the Studio C mailing list.

All activities scheduled at Studio C are eligible for listing in the monthly Studio C Community Newsletter, provided that information is received in written form by the appropriate deadlines. Studio C, in its sole discretion, will choose which listings to use in which media and reserves the right to edit any listing.

Use of Studio C's name as a meeting sight in publicity materials does not imply endorsement by Studio C. Clients may not use Studio C's logo in any promotional materials without permission from and review of the material by the Studio C Director or her designate. Studio C will be held harmless for any and all damages and penalties arising from the improper use of copyrighted materials by any Client using space at Studio C.

**Security**

Studio C is a space of courtesy and respect, and all guests are asked to behave in a manner of mutual consideration that does not disrupt the operation of Studio C or Studio B in any way. Organizations that host events at the Studio C are

responsible for monitoring and controlling the behavior of their attendees before, during and after their events. If an attendee becomes disruptive to an event or potentially disruptive to other people or events in the building and the Client is unable to get the person(s) to leave the event, the Client must contact the Studio C Director immediately; a Studio C staff person will assess the situation, determine its severity, and call the police if necessary.

Clients who are not members of Studio C or Studio B may not use open offices in Studio B unless arranged in advance and put in writing. Clients who have reserved space at Studio C including seminar rooms, classrooms, multi-purpose room, and community offices are responsible for their attendees' whereabouts in the Center. Clients are held solely responsible for any injuries sustained at Studio C or Studio B.

**Building Rules and Regulations**

- Pets are not allowed in the building.
- Alcohol is prohibited in Studio C and in any event unless granted by special permission by the Studio C Director.
- Smoking is not permitted in or near the entrance to Studio C or Studio B.

Studio C reserves the right to deny space to any client in the case of a breach of contract, breaking of any rules, or any events or behavior that disrupts any other activities within Studio C or Studio B or is inconsistent with the mission of Studios C or B. Studio C reserves the right to charge extra fees to clients for breaking any rules.

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*StudioC does not discriminate on the basis of race, color, national or ethnic origin, sex, disability, veteran status, age, sexual orientation, gender identity or gender expression in the administration of any of its programs or policies.*

**Signatures**

By signing below, Client's representative acknowledges that he/she has authority to enter into agreements on behalf of Client, and that he/she has received, read and fully understands the above Agreement.

Client Representative: (Print Name)	Studio C Representative: (Print Name)
Signature:	Signature:
Date:	Date:

**Please return agreement to: Attn: Space Rental, Studio C – 13256 NE 20<sup>th</sup> Street #5, Bellevue, WA 98005**

**Phone: 425-746-8123 Fax: 888-262-0480**