

Rental Agreement

Headlong Studios

1170 South Broad Street

Philadelphia, PA 19146

Let this serve as a letter of agreement dated **DATE**, between Headlong and **RENTER** (RENTER") for rehearsals in the space, hereafter referred to as "HEADLONG" and "RENTER" (any group or individual renting space from HEADLONG). This agreement details the use of **REAR OR FRONT** Studio, Lounge, and shared access to the front entrance lobby. Additional space must be requested and contracted separately.

DEFINITIONS

- A. Building Hours are 8am – 2am Monday - Sunday
- B. A performance is defined as any event with an audience, either public or private, beginning no earlier than 8am and ending no later than 1AM unless otherwise specified. Invited dress rehearsals and previews are considered performances.
- C. A class is defined as any event with a paying audience/attendance, either public or private, beginning no earlier than 8am and ending no later than 1AM unless otherwise specified. This includes paid workshops.
- D. A rehearsal is defined as any time in the studio with less than 25 people and there is no fee for participation.
- E. Occupancy is defined as the time when participants arrive in the space to begin set-up and concludes when space is restored to neutral and vacated.

RULES and RESPONSIBILITIES: Failure to perform any of the actions listed will result in additional fees; the release of any booked rental space; and the loss of future rental privileges:

1. Storage: You may not store anything in the space without asking the manager, Chelsea Murphy. You may use the lockers for general storage. Headlong is not responsible for any lost or stolen items, Headlong does not supply locks for the lockers.
2. Prices:
 - a. Rear Studio- \$15/hr
 - b. Front Studio- \$12/hr
 - c. Classes in either studio- \$20/hr
 - d. Event (performance, party) \$100 flat rate for the first hour, \$25/hr for every hour after that, \$100 refundable security deposit
3. Access: After each reservation you will be given a code for access to the building. The code will only be active for a certain time period to match your exact reservations. The use of codes will be tracked.
4. Reservations:
 - a. All reservations are made through email to chelsea@headlong.org or in person with the manager.
 - b. Please see the Google calendars located on the website for space availability.
 - c. All reservations must be made at least 3 days in advance to give time for processing.
 - d. All reservations are paid for through Paypal in advance unless otherwise discussed with the manager.
 - e. Your reservation is only official once Headlong receives your payment
 - f. **DO NOT STAY ANY LATER OR COME ANY EARLIER THEN YOUR DESIGNATED TIME.** Other people may be waiting to get in.
5. Cancellation Policy: If you cancel 5 days before your reservation you will be refunded 50%. If you cancel within the 5 days before your reservation it is non-refundable.
6. Space Rules:
 - a. Please keep all doors shut when using a studio so as not to disturb other people in the building.
 - b. If you see the garbage or recycling bins nearest you are full please throw your trash away in another container. They are located in the lobby, hallway, basement, and courtyard.
 - c. There is no food allowed in the studios. Please contact the manager to make other official arrangements.
 - d. When leaving an area please turn off all lights.
 - e. If folding chairs are used, please return them to their home.
 - f. No open flame.
 - g. **If you change the temperature of the space please return it back to 72 degrees. It must stay at this level for all aerobics classes that take place in the space. If the temperature is changed and not changed back you will be charged**

- h. RENTER may not alter the space in any way without written consent from HEADLONG.
- i. Nothing may be attached to the floor, walls or ceilings. No screws, nails, tape or other fixtures may be used to affix materials. There are no exceptions. Taping signs in the lobby, studio doors is prohibited. Scotch tape is prohibited for any purpose. Taping signs on the glass front door during your reservation times is allowed, but the signs must be removed.
- j. HEADLONG is a facility that offers multiple concurrent programs. RENTER understands that excessive volumes of sound, especially through the PA, may impact events in other parts of the building. RENTER agrees to work with HEADLONG staff to obtain a reasonable volume in accordance with building activities. HEADLONG retains discretion on the volume at which performances may be conducted. Events are subject to Philadelphia Code Section 10.400 (This ordinance restricts excessive noise to the following: (a) 5 decibels above background level measured at the property boundary of the nearest occupied residential property; or (b) 10 decibels above background level measured at the property boundary of the nearest occupied non-residential property.)
- k. The RENTER shall maintain a clear path to each building exit as required by the City of Philadelphia Fire Code. The RENTER shall not tamper with or cover over any safety device. These include all emergency exit signs and fire extinguishers.
- l. RENTER agrees to return the Studio at the close of agreement, to the condition in which the RENTER found it. RENTER will strike and clean the hall and lobby completely (sweep floor and clean tables). No equipment may be left for pickup or disposal following the end of the rental contract. All work completed by HEADLONG staff to restore the space shall be deducted from deposit and billed to the RENTER at a labor charge of \$20 per hour plus supplies at cost.
- m. HEADLONG is a smoke-free facility. Smoking is prohibited on premises indoors. Smoking is allowed in the back courtyard and all cigarette butts must be disposed of in one of the smoking receptacles in the backyard.
- n. HEADLONG is an environmentally conscious entity and strongly encourages renters to use existing recycling receptacles located throughout the space for glass, plastic, aluminum cans, and paper products. In case of event renter must remove all recycling from premises.

RENTER shall not be entitled to use of the premises at any time or for any purpose, if payment required under this agreement is due and outstanding. HEADLONG may, without notice to RENTER, refuse to open the doors of the premises until all such outstanding amounts have been paid. On any default in payment by RENTER, HEADLONG shall retain all monies paid and RENTER shall remain liable for the balance.

REPRESENTATIVES: The Person named below shall be the designated representative for the organization and shall be responsible for the fulfillment of the terms of this agreement. By signing this contract, the representative agrees to the dissemination of the terms of this agreement to all parties associated with the rental group, organization or company including vendors, employees and volunteers.

PARKING: Parking is two hour street parking on South Broad Street or Federal Street. There is no loading zone. **Do not leave the front door open for ANY amount of time.**

WIFI & TECHNOLOGY: Guest use of the wireless system is permissible. Use by multiple machines, streaming and other high-density activities severely impact the efficacy of the system—please be mindful of this while using our community space.

USERNAME: Tongue-Tied
 PASSWORD: mollymollymolly

PUBLICITY: Posters and fliers may be placed in HEADLONG on the appropriate cork-boards & bookshelves. Banner or sandwich boards are permitted, but must be brought in and kept in the lobby each night

SAFETY: RENTER shall ensure all pertinent fire regulations are followed and shall keep all fire exits, including doors, hallways and stairwells accessible at all times. RENTER shall not act in any manner which conflicts with ordinances, orders, requirements, rules or regulations of the Fire Department or Board of Health or any other governmental department, commission, board, officer or agency having jurisdiction. All equipment, props, scenery or any other items brought onto HEADLONG grounds must be fireproofed according to fire safety regulations. **No water, open flames, confetti, glitter, haze, fog or fake snow of any kind are permitted.**

CONTENT & CONDUCT: HEADLONG makes no restrictions on artistic content. Any person applying for use of the facility must be at least 18 years old. HEADLONG reserves the right to eject anyone who is deemed by its representatives to present him or herself in a disorderly fashion. HEADLONG reserves the right to make any additional regulations, as may be in the public interest. Permission to use HEADLONG is not transferable.

REFUSAL OF SERVICE: HEADLONG reserves the right to cancel any reservation and refuse admittance to any individual or organization for noncompliance with any of the policies or financial terms in this rental agreement.

INDEMNITY AGREEMENT: RENTER hereby agrees to indemnify, protect, defend and hold harmless HEADLONG for any and all costs, loss, damage, liability, expenses, attorneys' fees, penalties and fines whatsoever that may be incurred as a result of RENTER's use of the premises. When either negligent or directly implicated, the RENTER is responsible for any theft from or damages to HEADLONG facility, property, staff and/or guests.

FORCE MAJURE: HEADLONG is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this in such circumstances.

CONTACT INFORMATION: For questions, such as closing due to weather or other emergencies: Chelsea@headlong.org

ENTIRE AGREEMENT: *This document and attached appendixes represents the entire agreement between these two parties and supersedes any previous agreement, written or oral unless modified and signed by both RENTER and PARLOR. Any changes to this agreement must be made by either a signed addendum or the issuance of a new contract. Handwritten changes to this agreement are not acceptable.*

**Checks are payable to:
Headlong
ATTN: Rentals
1170 South Broad Street
Philadelphia PA 19146**

Info for Headlong Studios

Name:

Address:

Phone:

Email:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____