

Youth Arts Academy Studio Rental Agreement

3800-A Mykonos Ln. San Diego, CA 92130

This agreement represents a legally binding arrangement between Youth Arts Academy as a specialty program of Boys & Girls Clubs of San Dieguito (BGCSDTO), and "Renter" as named below. The following agreements apply to every instance in the future in which Renter uses Youth Arts Academy's space for any purpose. If Renter fails to uphold any of the following agreements, Renter's studio privileges may be revoked.

Rental Information

Renter Information

Renter Name			
Renter Address			
City		State	
Zip		Renter Phone	
Renter Email Address			

Event Information

Event Name		Event Date(s)	
Studio Space		Event Time	
Event Type			
	Personal Rehearsal		Band/Group Rehearsal
	Private Music Lesson		Recording Session
	Other:		

Participants

Number of Participants:		
Name	Age	Email

Note: Each individual participant will need to complete an individual liability waiver prior to the date of the rental.

Studio Information

Studio:	
Rate:	\$ _____ per hour
Scheduling:	Scheduling of regular weekly usage requires confirmation of the desired schedule at least one month in advance if possible.
Cancellations:	Rented space may be cancelled via phone or email with two weeks' notice. If a cancellation is arranged after the rental has already been paid, the balance will be applied towards future rentals of Youth Arts Academy studios. (<i>no refunds</i>)

Conditions of Rental

1. EQUIPMENT

Renters are permitted to utilize the equipment provided in the studio.

Equipment included in _____:

- _____
- _____
- _____
- _____
- _____
- _____

Additional equipment available for an additional fee.

2. STORAGE

Renters may NEVER leave any equipment, props, costumes, or personal belongings anywhere in the studio.

3. SMOKING/INCENSE/FLAMES/VAPES

All BGCSDTO facilities, including Youth Arts Academy Studios, are non-smoking, and drug free. No smoking, of any kind, is permitted anywhere on property. No incense or open flames of any sort.

4. ALCOHOL

Youth Arts Academy is an alcohol-free facility. Absolutely no alcohol is permitted on premises.

5. KEYS

Renters will NOT be provided keys to the property.

6. EMERGENCIES

For accidents, health crises, criminal activities, or fire, call 911.

For any urgent issue that might compromise the safety of the studio, building, or people within, please call Youth Arts Academy's Emergency Contact _____ at _____.

7. DAMAGE

Renters assume full responsibility for any damage caused to any part of the studio sustained during the renter's scheduled studio time. Each renter agrees to pay in full for repairing or replacing any item or structure damaged by the renters or by performers, collaborators, or guests invited to the studio.

Full payment for the damage will be made within ONE MONTH of the damage. Renters also assume responsibility for any damage that results from the renter's employees, contractors, clients, and any and all of the renter's visitors during their rental period. No alterations may be made to the studios without prior written approval from a facility manager.

8. LIABILITY

Each renter assumes liability for injury to any persons they invite to the space, including but not limited to: injury to students in the renter's class, injury to performers or collaborators in rehearsal, injury to guests or audience member at a showing.

Renters also assume responsibility for any injury that results from the renter's employees, contractors, clients, and any and all of the renter's visitors during their rental period.

9. HOUSEKEEPING

Each renter assumes responsibility for returning the studio to the state they found it upon arrival before they leave. All lights, equipment, and gear must be turned off. Trash and litter must be placed in trash cans in the hallways. Please sweep the studio, if necessary, and leave the studio in clean condition.

10. PARKING

All renters must park in the Carmel Valley Middle School parking lot.

11. AGREEMENT TO ABIDE BY STUDIO POLICIES

Renters agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions given by employees, representatives, or agents of Youth Arts Academy or BGCSDTO.

12. CONTRACTS

Renters will sign this contract before using Youth Arts Academy's Studio Space. The signed contract can be emailed to YAA@BGCSanDieguito.org, delivered in person to Youth Arts Academy, or mailed to

ATTN: Youth Arts Academy
3800-A Mykonos Ln.
San Diego, CA 92130

13. PUBLICITY AND USE OF NAME/LOGO

Renters shall not use the name of Boys & Girls Clubs of San Dieguito or Youth Arts Academy, any trade name, service mark, trademark, acronym or logo of BGCSDTO in any publicity releases, advertising or any other publication without BGCSDTO's prior written consent.

14. SITUATIONS BEYOND THE CONTROL OF YOUTH ARTS ACADEMY AND BGCSDTO

The ability to execute this Agreement by either party is subject to the Acts of God, including but not limited to hurricanes, flooding, earthquakes, fires, power outages, etc., as well as any government intervention, staff disputes and strikes, civil disorders, terrorism, or other emergencies. Inclement weather may affect the use of outdoor facilities. Youth Arts Academy and BGCSDTO reserves the right to determine the use of outdoor facilities in the event of inclement weather. Youth Arts Academy will work diligently to accommodate changes to pre-arranged reservations affected by such occurrences. Should the event be canceled through such occurrences, all fees paid by Renter to Youth Arts Academy will be returned to Client within thirty (30) days.

15. PAYMENT OF FEES

Deposit: (50% of Total) will be due one (1) month prior to reservation.

Remaining Balance: will be due on the day of reservation.

All checks should be made payable to: Boys & Girls Clubs of San Dieguito
Boys and Girls Clubs of San Dieguito
Po Box 230520
Encinitas, CA 92023

16. FUTURE POLICY CHANGES

Youth Arts Academy reserves the right to modify the above rental policies at any time to reflect the concerns and needs of the studio. Renters will be informed of changes to rental policies. By signing this request for rental facilities, the applicant agrees to comply with all of the terms of this agreement. Youth Arts Academy agrees to notify the applicant as soon as possible of their request has been granted and will then agree to make the space available to the requesting group at the time stated.

All of the above are hereby agreed upon, and it is agreed that renters shall release, indemnify, keep and save harmless Youth Arts Academy, Boys & Girls Clubs of San Dieguito, it officers, employees, agents, or members from any and all liability or responsibility for any and all damages or injury of any kind or nature whatever to all persons, whether agents or employees of the renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, resulting from, incident to, occurring in connection with, arising out of, the use of the Renter of the premises.

The provisions of this section shall include any and all losses, damages, injuries, decrees, settlements, awards, judgements, fines, claims, penalties, costs and expenses, including reasonable attorney's fees. By signing this Rental Contract, the applicant acknowledges having read and understood the terms of this contract and acknowledges that this Rental Contract is binding both on the parties and the organizations they represent.

Client Signature Printed Name Date

Youth Arts Academy Signature Printed Name Date