

By engaging to rent Center Stage Music School's Multi Use Space, Center Stage Music School (herein after referred to as the "Company") and you,(herein referred to as the "Renter"), hereby state that you have read, fully understand and agree to be bound by the following terms and conditions.

1. **Basic Rules:**

Renter should:

Not share the passcode with anyone.

Not smoke or allow smoking inside

Not use tape to affix anything to the walls or ceiling.

Not move furniture from other parts of the building for any reason.

Not access lesson rooms or offices and use only the studio, lobby, bathroom, and kitchenette.

Not exceed max occupancy of 20 persons.

Take away all trash and debris leaving our facility neat and clean.

2. **Payment:**

Renter will provide full payment plus a \$50 refundable deposit for all reservations of studio space. Renter's date will not be held until this payment is received and cleared. Payment is not refunded unless notice of cancellation is made at least 72 hours before Renter's reservation date (Renter will receive a full refund including deposit if cancellation occurs prior to 72 hours before the reserved date). If the Company must cancel Renter's reservation, Renter will receive a full refund including deposit. Company reserves the right to cancel at any time. Payment for rental must be received before Renter's reserved time begins. Company reserves the right to refuse reservations at its sole discretion.

3. **Length of Use:**

Hourly rate is \$50 per hour with a \$50 refundable deposit and any rental period must be a minimum of 4 hours - \$200. Studio clean up must be completed by the end of the rental period. If the studio is not satisfactorily returned to the state it was prior to the rental period, the deposit will be held until a clean-up fee can be assessed. Clean up fees not to exceed deposit amount. In the event of damages to the building or equipment as a result of Renter or members of Renters party, Renter agrees to pay for all damages in full.

4. **Overtime:**

Overtime fees will be calculated in increments of 15 minutes at \$10 per increment beyond the contracted end-time of the rental period when renter is either still using or cleaning up the studio space. Overtime fees will be assessed as per the Studio Do not arrive late - Renter's rental time begins promptly at the designated starting time and ends promptly at the designated ending time. There will be NO exceptions to this so don't ask.

5. Terms Of Use:

Use of our studio and our equipment is AT RENTER'S OWN RISK. Renter hereby waives rights to seek legal redress for mishaps, accidents, and/or loss while on our premises. Renter agrees to leave the studio and adjacent grounds in the same condition as they were when Renter arrived. Renters are solely responsible for any legal infractions Renter or members of Renter's party make during the contract period, be they in our studio or elsewhere. Renter agrees to hold harmless Center Stage Music School, its owner, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Renter's self or anyone who accompanies Renter while on our premises. Renter agrees to be solely responsible for the conduct and welfare of all persons accompanying Renter while on our premises. Renter understands that if the Company observes dangerous, pornographic, or negligent practices or activities are being engaged in the Company reserves the right to stop the activity and require Renter and Renter's party to leave immediately — HOWEVER, Company assumes NO RESPONSIBILITY to act in such cases. Renter agrees to hold Center Stage Music School it's, its agents, representatives, and anyone acting on behalf of Company completely harmless from any action, legal or otherwise, that results from Renter's conduct. Renters are solely responsible for verifying that all persons involved during Renter's rental period are of legal age for the activities they are to be engaged in. Company has no responsibility to determine or verify the age of participants in the renter's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going.

Renter agrees that a Company representative may be present in the studio during times Renters are using it.

6. Equipment:

If company agrees to provide equipment it will be in good working order, but makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes. Company is not liable for acts out of its control such as power outages, weather or emergencies. In such cases, Company will refund a prorated portion of Renter's payment.

6a: Available equipment and pricing:

Tables & Chairs (\$0) , Small PA system (\$50)

7. Arbitration:

If the parties are unable to resolve any controversy or claim arising under this Agreement, they agree to submit the dispute or claim to binding arbitration subject to the commercial arbitration rules of the American Arbitration Association. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of

arbitrators of the American Arbitration Association, that they will faithfully observe this agreement and the Rules, and that they will abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$200.

8. Miscellany:

This Agreement incorporates the entire understanding and agreement between the Renter and the Company. Any modifications of this agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of North Carolina shall govern this Agreement.

The parties have read both this entire Agreement, agree to all its terms, and acknowledge receipt acceptance by clicking on and agreeing to our terms and conditions located on our website contact form.