

AGREEMENT

THIS AGREEMENT made on the _____ day of _____ between PMT Dance Studio Inc., of the first part, and _____, hereinafter called renter, whose place of business or residence is: _____, of the second part, as follows:

WHEREAS, PMT Dance Studio Inc., is providing the renter with space for their event, including the usage of Dance Studio A, the men's dressing room, the women's dressing room and two bathrooms as described in Exhibit A, for the event described in Exhibit B according to the schedule set forth in Exhibit C. Exhibits A, B, and C are attached hereto and incorporated by reference herein. The renter shall use the space from as stated herein at 28 West 25th Street, 2nd floor, NY, NY 10010 and renter agrees to pay all rental and storage fees set forth by PMT Dance Studio Inc., adhere to all policies set forth by PMT Dance Studio Inc. The renter agrees to provide security for this agreement by way of credit card information, and thus authorizes PMT Dance Studio Inc. to charge the credit card in order to collect on any balances or costs incurred from this agreement or the Renter's occupancy at PMT Dance Studio. The renter agrees to use the premises for no other purpose than intended herein.

NOW THIS AGREEMENT WITNESSETH:

1. Payments shall be made as detailed in **Exhibit C**. The Renter agrees to provide payments in accordance with the schedule provided herein. The payments shall be paid by cash, credit card, company or certified check and cannot be made by any third party without prior consent. All payments are non-refundable. A receipt for all transactions shall be provided to the Renter.
2. Cancellation: All payments are final and non-refundable. Payments are due as detailed on rental confirmations & invoices. Space reservation cancellation policy is as follows: Cancellations must be made at least 72 hours in advance of booking - except in the following cases: For reservations of 4.5 hours or more made on one day, one week's notice must be provided for cancellation (this may vary for special events or video shoots). For reservations of 13-19 hours made over a 30-day period of time, one week's notice must be provided to cancel the reservation. For reservations of 20 hours or more made over a 30-day period of time, two weeks' notice must be provided. Cancellations for long-term rentals must be made at least two weeks in advance. Long-term rentals are rentals that are made on a consistent basis, indefinitely year-round. If the renter makes a reservation that is less than the cancellation time allotted for the reservation(s), the reservation is final and cannot be canceled once it is taken. There are no refunds after this. If you cancel a space reservation without proper notice, PMT Dance Studio reserves the right to re-use the space or rent your canceled time out to others. Any portions that are rebooked shall be credited back accordingly. This credit shall only be good toward future use. Otherwise, the renter shall be responsible for all fees associate with their short notice cancellation. This cancellation policy may vary for event bookings, larger bulk bookings or bookings that require an extraordinary amount of space, preparation or staffing as determined by PMT Management. An explanation of all any variations in the policy shall be provided to renters prior to booking or taking payment.
3. Security Deposit: A security deposit of \$0.00 is due upon signing. This security deposit shall be returned within 5 business days provided no damage, claims, unauthorized use of adhesives or other foreign items, overtime or additional cost is incurred during occupancy, in accordance with studio policies. The renter must return the studio/premises to its original state when the reservation is concluded. A processing fee of 5% applies to all security deposit payments made with a credit card. This processing fee is non-refundable.

4. **Prohibition:** The distribution, consumption or possession of alcohol or any controlled substance is strictly prohibited. Use of incense and smoking is strictly prohibited. Failure to meet these terms is grounds for immediate expulsion from the premises at the sole cost of the Renter.
5. **COVID-19:** The renter and the members of their party agree to adhere to all state laws and our studio policy as it pertains to COVID-19. This includes the wearing face coverings, 6 feet of social distancing, washing of hands, quarantine orders, pre-screening requirements, vaccination requirements, announcement of diagnosis of COVID-19 if within the last 14 days and all other policies detailed on premises or on www.pmthouseofdance.com. The renter is responsible for health and well being of the members of your party. The renter shall be liable for any interruption of business or risk posed to other customers and PMT staff on premises. The renter shall manage their members and ensure they are acting in accordance with studio policy and/or City, State and Federal mandates. Any time lost in managing their individuals shall come at the cost of the renter, solely. The renter agrees to take all measures to make sure their members are vaccinated, or alternatively, are wearing proper face coverings and are tested for COVID-19 regularly.
6. PMT Dance Studio, Inc. reserves the right to cancel this reservation at any time due to disruptive behavior, occupancy past the limit or schedule set forth herein, unsafe use or any other violation of this agreement for which PMT Dance Studio, Inc. is the sole judge.
7. **Late Fees:** A late fee of 5% of the total balance shall be applied if payment is not received by the due dates set forth in this agreement. PMT Dance Studio reserves the right withhold space and services, either in part or in full, if the Renter fails to pay any fees, penalties or balances due on time at the sole cost of the renter.
8. PMT Dance Studio agrees to provide the studios in conditions that are conducive to this event, which include mirrors, sound system, windows, floors and walls all in clean and satisfactory condition. The room must be returned in the same or better condition it was provided to the renter in.
9. Renter agrees to reimburse any expenses, losses, damages caused to PMT Dance Studio and keep PMT Dance Studio indemnified from any action, losses, damages caused due to the act of the Renter, its employees, & agents, directly or indirectly. The renter shall pay for the repair of any and all damages caused by them to the property, premises or any personal properties of PMT Dance Studio Inc. within two (2) days of the issuance of the repair bill, failing which, PMT Dance Studio Inc., shall withhold services indefinitely until the repair bill is paid along with any corresponding legal and processing fees that may be incurred.
10. The renter shall vacate the room, in accordance with the schedule set forth herein, and leave the room in the condition in which it was found. The Renter shall provide the clean up of trash and other items caused by them to the property, premises or any personal properties of PMT Dance Studio Inc in a timely manner that does affect other patrons or the operations of PMT Dance Studio Inc. Failure to do so to the satisfaction of PMT Dance Studio Inc. will be considered damage to the property, in which case PMT Dance Studio Inc. may conduct clean up and the Renter shall be liable for all clean up costs. The Renter shall pay the charges within one day of the clean up or upon the presentation of the bill.
11. The Renter shall provide any necessary visas, licenses and work permits for all Renter Personnel for the event at its own cost and expense for all events set forth in the Schedule.
12. **ACCESS.** Access to the general premises, inclusive of the dressing room, bathrooms and common areas but not including the studio(s) that shall house the events stated herein, shall be provided no more than 15 minutes prior to your reservation. Access to the studio space itself shall be provided in accordance with the schedule set forth in **Exhibit C**. Access to the premises, otherwise, shall be provided at the sole discretion of PMT Dance Studio management and staff.

13. **OVERTIME, RESCHEDULING OR CANCELLATION LIABILITY.** If any costs occur by any delay by Renter, or by Renter's desire to alter the Schedule or terms set forth in herein this agreement, including, without limitation, cancellation of any reservation(s) as set forth in Schedule C, PMT Dance Studio Inc. shall have the right to charge the renter for such costs as an Additional Expense, at the sole discretion of PMT Dance Studio Inc.
14. **COMPLIANCE WITH LAWS.** Renter will comply with all laws, ordinances, rules and regulations that apply to the operation of this event in New York City, and all of the renter's actions, as well as the Renter's employees, contractors, agents and representatives. Renter may not use any fire, smoke, sand, water or other materials that may be harmful to the Space or may endanger the public safety. Renter's failure to abide by any law, ordinance, rule or regulation that applies to the operation of this event in New York City shall result in the immediate termination of this Agreement and cancellation of the event and the remaining reservation(s), with no obligation or liability whatsoever to PMT Dance Studio.
15. **INDEMNITY.** Renter agrees to indemnify, defend, and hold harmless PMT Dance Studio Inc. and its respective directors, agents, guest, customers, attendees, officers, employees and representatives from and against any and all claims, suits, proceedings, damages, judgments, and expenses (including, without limitation, reasonable attorneys' fees) or settlement thereof in connection with or arising from: (i) the event(s), including, without limitation, actions, claims or demands brought by Renter's employees, contractors or said contractors' employees; (ii) any breach of Renter's representations, warranties or covenants contained herein; (iii) the use of the Promotional Materials; and (iv) for personal injury due to event activities and any damage to the premises caused by Renter or Renter Invitees.
16. **INSURANCE.** Both parties acknowledge that the Renter is responsible to provide insurance for this event/reservation. Renter is responsible for providing proof of insurance covering PMT Dance Studio Inc. as a beneficiary. Insurance must be applicable to the entirety all events taking place during the rental period (Exhibit "C"). If the Renter does not obtain insurance for this event, they are still solely responsible for all damages and/or claims in relation to this event. Failure to obtain valid insurance is grounds to cancel the event at any time without refund.
17. **RULES AND REGULATIONS.** The Renter agrees that its personnel and representatives will read and observe at all times the rules pertaining to the use of the space at PMT Dance Studio and its equipment whether appearing in the attached Exhibit B or contained in any other materials that may be subsequently given to the Renter, posted on the premises or provide on www.pmthouseofdance.com. In connection with its use and occupancy of PMT Dance Studio's facilities, the Renter will not conduct its activities in such a manner as to constitute a nuisance or disturb any other occupants of PMT Dance Studio or any other person in the building or the neighborhood. Smoking anywhere in the building and loitering in unassigned areas are prohibited at all times. Sexual, pornographic or any activity that may be construed as a sexual act is strictly prohibited. Nudity is prohibited with the sole exception of artistic portrayals that are not sexual in nature. This activity must be kept from the public eye, for which the Renter is sole responsible to do. PMT Dance Studio reserves the right inspect all activities and determine if they are in accordance with studio and building policies.
18. **SPACE MODIFICATIONS.** The Renter will not make any physical modifications to the Space without the prior written approval of PMT Dance Studio Inc. Use any kind of paint or fastener to any part of PMT Dance Studio physical space is NOT ALLOWED. Any physical modifications to the Space must be removed promptly following the event such that class activities during the day will not be impeded. Items, not receiving express written consent for storage, left in the space past the schedule set forth in Exhibit C will be subject to a storage charge no greater than one full day of commercial rental of one hundred (\$100.00) dollars per day left. Items left in the space more than 5 days will be deemed discarded and treated as such. A subsequent trash removal fee will be applied totaling One Thousand (\$1,000.00) Dollars. Any physical modification not approved will be deemed as damage to the space. It is understood that any repairs required as a result of damage will be the sole responsibility of the Renter.

19. **REPRESENTATIONS AND WARRANTIES.** Renter hereby represents, warrants and covenants to PMT Dance Studio Inc. during the Term that: (i) it has obtained all rights necessary to hold the event(s), including, without limitation, all rights in text and licenses, including but not limited to a liquor license (ii) it has the authority to enter into this Agreement (including the authority to represent and to enter into this Agreement on behalf of Renter's group and other Renter personnel), and to grant all of the rights granted to PMT Dance Studio Inc. hereunder; (iii) the Performance does not infringe upon the intellectual property rights or other rights of any third party; and (iv) there are not now, nor have there been, nor will there be, any grants, contracts, licenses, liens or other encumbrances that would be adverse to, inconsistent with, or that would diminish or impair the rights granted to PMT Dance Studio hereunder.
20. PMT Dance Studio Inc. shall keep in proper working order the door to the main entrance, including the buzzer and locking mechanism(s) associated with the door, in accordance with the rules and restrictions provided by the over-landlord and building management at 28 West 25th Street, 2nd floor, NY, NY 10010. The Renter agrees to provide communication to the over-landlord in whatever form agreed upon by PMT Dance Studio Inc. and the Renter in regards to matters involving the maintenance or repair of the main entrance door or other areas of 28 West 25th Street, 2nd floor, NY, NY 10010 not under the tenancy or control of PMT Dance Studio Inc.
21. RENTER ACKNOWLEDGES THAT ANY ROOMS USED AT PMT DANCE STUDIO INC. IS NOT A "SECURE" AREA AND THAT PMT DANCE STUDIO SHALL NOT BE HELD RESPONSIBLE FOR THE THEFT, LOSS, OR DESTRUCTION OF ANY OF RENTER'S PERSONAL ITEMS THAT ARE KEPT OR STORED ON THE PREMISES. IF THE RENTER IS PERMITTED TO STORE ITEMS ON THE PREMISES, THEY AGREE TO DO SO WITH THE UNDERSTANDING THAT HE OR SHE IS SOLELY RESPONSIBLE FOR ITEMS STORED OVER TIME.
22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law principles. Each party hereby irrevocably submits to the jurisdiction of any New York or Federal court sitting in the County of New York in the State of New York in any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably waives the defenses of improper venue or an inconvenient forum for the maintenance of any such action or proceeding to the fullest extent permitted by law.
23. **SEVERABILITY WAIVER.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way, and the parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. No waiver of any breach of this Agreement shall be effective unless made in writing and signed by an authorized representative of the waiving party. The waiver by either party of any breach of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.
24. **ASSIGNMENT.** Renter shall not assign, delegate or otherwise transfer any of its rights or obligations hereunder, whether by contract, by operation of law, or otherwise, without the prior written consent of PMT Dance Studio Inc. Any purported assignment or transfer in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.
25. **RELATIONSHIP OF THE PARTIES.** Each party to this Agreement is acting as an independent contractor, and nothing in this Agreement shall create or be construed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Except as otherwise provided in this Agreement, neither party shall have, or hold itself out as having, any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

26. **FORCE MAJEURE.** Both parties shall be excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, fire, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment (but not interruption or delay of New York City transportation service, casualty, physical disability or illness).
27. If over-landlord objects for any reason to the tenancy, use or occupancy of the premises by the Renter, this agreement shall terminate immediately become null and void. In this instance, a full refund shall be made unless the over-landlord's objection is due to the Renter's failure to abide by the terms of this agreement, failure to comply with studio policy, failure to comply with building policy posted on premises or a violation of city, state or federal law or ordinances.
28. The undersigned, the renter, represents that he/she has full authority to enter into this agreement.

EXHIBIT A: SPACE SPECIFICATIONS & REPERTORY PLOT

Location:

PMT Dance Studio
28 West 25th Street, 2nd floor,
NY, NY 10010

AV Equipment:

Speakers with compatible input for mobile and electronic devices
One flat screen TV (for classes and approved events, only)
Wide angle HD Live Streaming Camera at an additional cost of \$25.00 (per visit).

Common Facilities:

Men's Dressing Room – To be used for designated purposes.

Women's Dressing Room – To be used for designated purposes.

Two Bathrooms – To be used for designated purposes.

PMT Dance Studio Hallway and Common Areas – To be used for designated purposes.

All other rooms and facilities of PMT Dance Studio and 28 West 25th Street, 2nd floor, NY, NY 10010 are prohibited. Anyone found in those areas shall be considered trespassing and shall be ejected from the premises.

Smoking is not permitted at any time.

EXHIBIT B: DESCRIPTION OF EVENT

The following event will occur in a closed and controlled environment, with the renter staff managing and controlling activities within the event and upholding all PMT Dance Studio rules and regulations.

Commercial Space Use

EXHIBIT C: EVENT & PAYMENT SCHEDULE

Access to PMT Dance Studio by Renter and their parties is solely permitted during the times and dates detailed below.

Access will not be granted to Renters and Renter Personnel before the times listed in this schedule.

Schedule: See invoices & confirmations

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the date, month and year written above.

PMT Dance Studio Inc.,

Name (Print Please): Pavan Thimmaiah

Position: Director

Signature:  _____

Date: 1/10/2024

RENTER:

Name (Print Please): _____

Position: _____

Signature: _____

Date: _____