

NIGHTSOUND STUDIOS - KEYHOLDER RENTAL - REHEARSAL AGREEMENT

PARTIES

(1) The Keyholder _____

Billing Address _____ Contact phone _____

(2) Blue Crow LLC dba Nightsound Studios. 116C W.Main Street, Carrboro, NC 27510
the Studio Owner's cellphone (in case of emergency) (919) 637-7077

Definitions:

Studio Owner: Blue Crow Productions LLC dba **Nightsound Studios** chris@nightsound.com

Studio Manager: The appointed contracted worker for Blue Crow LLC in charge of rehearsals
(Meghan@nightsound.com)

"Key Holder": The responsible leasing party possessing a key or "key fob" to the studio's hallway, bathroom facilities and main rehearsal room.

Scheduling and set up

Session times to be agreed in advance between the Rehearsal Manager and the Key Holder. In the event of a rare need to reschedule the Key Holder by the Studio, the studio will give the Key Holder prior notice and either make additional time available or subtract the missed time from the rent.

The Key Holder is responsible for setting up and using the equipment during their booked time. Additional help from an attendant with the equipment or the facility as available and on request is offered at an additional rate of \$10 per hour with a 1 hour minimum.

Use of rehearsal studio and premises

The Key Holder is responsible for Nightsound Studios for the duration of time that they are in session and/or for time booked. The Key Holder assumes fully liability for any damage done to studio property between the time that marks the beginning of their session and the beginning of the next session on the calendar.

The Key Holder will be given a ONE key and allowed access to the hallway, bathroom, main room and equipment normally stored in the main room. Copies of the key or key fob are available through the studio ONLY upon request, and given at the owner's consideration.

The Key Holder agrees to leave the Studio arranged in accordance with guidelines as communicated by the Studio Owner. Equipment is left at the studio is with permission of the studio owner ONLY. If in doubt, the minimum requirement under this clause is to return the Studio to the condition and configuration it was in when the Key Holder first became responsible for it that day.

If the studio is left in disorder a \$25 cleaning fee will be assessed and charged at the discretion of the Nightsound staff person that finds the studio in a state that causes interruption to other Nightsound Staff or clients.

ALL exterior door deadbolts will be locked when the Key Holder leaves the studio.
No exceptions. **Failure to lock deadbolts of exterior doors will result in a \$50 fee.**

No item belonging to the studio is allowed to leave the premises.
The premises is monitored by security cameras.

Due to ventilation systems near doorways, client allergies, neighbor requests and potential damage to equipment, smoking and/or vaping is only permitted *away from the doorways and ONLY* in the front of the nightsound building where the smoke-free cigarette trash receptacle is located. Signs will mark the designated smoking area and cigarette butts must be disposed of in the proper receptacle. Cigarette butts thrown on the ground can cause potential fire hazards given the amount of brush and foliage surrounding the studio.

Payment

Unless otherwise agreed with the Studio Owner, the Key Holder shall pay rent to NIGHTSOUND STUDIOS in the amount of **\$22.50/hr with a two hour minimum weekly for a total of \$180 per month for the main room.** A rental of a key fob will be provided for that time only. *Unused hours are not transferable from one month to the next.*

Payments for this rental arrangement are **due a minimum of 2 weeks before the first scheduled date.**

Upon request, the Studio Owner will provide the Key Holder with a receipt for all monies received.

The studio owner will notify the keyholder of any change in pricing *at least* one month ahead of the pricing change.

Any cancellations of the Key Holder's booked time or sessions shall be reported to the Studio Manager Meghan@nightsound.com In the event of client cancellations within the month, the Key Holder will still be responsible for paying rent for the time booked.

The studio owner will report any raise in price with one a month notice.

All checks should be made payable to: NIGHTSOUND STUDIOS.

Notice

If the renter no longer wishes to be a Key Holder, they shall notify the Rehearsals Manager a minimum of **ONE FULL CALANDER MONTH at the payment their final rent.**

The Studio Owner may terminate this contract for whatever reason at any time.

In the event of conflicts with the rehearsal schedule, the studio owner will give the equal amount of time or credit toward a rescheduled date and time to be determined within that month.

The Studio Owner or Rehearsals manager may request the immediate return of all keys upon non-payment or late payment. ALL Keys shall be turned in upon termination of this agreement.

LOST or UNRETURNED KEYS will be charged \$150 per key to quickly re-key the locks at the studio. No copies of the key shall be made without permission from the studio owner.

Liability

The Key Holder will be charged for any damage to studio property or the property of Nightsound Studios inflicted at any time by them or their guests. Any damage discovered must be reported to the Studio Owner.

The Key Holder agrees that they are the responsible party that represents any person accompanying them during their time at Nightsound Studios. Copies of the studio policy form will be provided upon request for any persons not being represented by the Key Holder. Otherwise, the Key Holder assumes all responsibility for any guests.

This agreement is entered into in the State of North Carolina and shall be construed in accordance with the laws of said state applicable to contracts to be wholly performed therein. The North Carolina Courts, State & Federal, only, shall have jurisdiction over any controversies regarding their agreement. Any action or other proceeding will be brought in those courts in NC, and not elsewhere.

17. Nightsound Studios assumes no legal or financial responsibility for the following:
- i. Damage to, theft from or theft of cars parked while client is in the studio;
 - ii. Damage to clients property in use at the studio
 - iii. Personal injury to clients or their guests or property of clients and guests.
 - iv. Recorded media stored at the studio or left with the engineer or producer.

This contract is considered binding and will be arbitrated if necessary in accordance with NC law. I agree to be bound by the terms listed above in this agreement:

THE KEY HOLDER:

Signed _____

PRINT NAME:

DATE: