Proctored Practice Session - Venue Space Rental Agreement

By SyracuseDrums.com DBA PRFB Percussion & Pageantry Arts

Contact information - Patrick Blakley: 315-480-0721 or Patrick@SyracuseDrums.com

---

This Venue Space Rental Agreement (this "Agreement") is made and entered into and effective upon the date of endorsement (the "Effective Date"), by and between PRFB Percussion & Pageantry Arts and _____ ("Client").

PRFB Percussion & Pageantry Arts leases facilities located at 7609 Aster Drive, Liverpool, New York, 13088 (aka "Studio Property"). Client would like to rent a portion of Studio Property ("Rented Facilities"), and PRFB Percussion & Pageantry Arts would like to rent the Rented Facilities to Client. In consideration of the foregoing and the mutual covenants set forth below and other good and valuable consideration, the parties agree as follows:

1. **Facility Use:** PRFB Percussion & Pageantry Arts herby permits Client to use a studio in the Rented Facilities beginning at Effective Date on a continuing basis provided their account is paid in full. The Rented Facilities may be used as a practice space or for teaching lessons only (the "Event") and for no other purposes. Client represents and warrants that the Client's use of the Rented Facilities shall comply with all applicable laws and regulations. In addition, Client agrees to at all times comply with the Facility Rules and Regulations as stated in this document. Client will not make any alterations, additions, or improvements to the Rented Facilities without the prior written consent of PRFB Percussion & Pageantry Arts.

2. **Rent and Fees:** Client agrees to pay to PRFB Percussion & Pageantry Arts the amount of $25 per 50-minute session for use of the Rented Facilities during the Event and is paid monthly beginning on Effective Date for the upcoming month. As part of this Agreement, Client must provide a $100 refundable damage deposit. Client shall pay PRFB Percussion & Pageantry Arts for any damages or expenses incurred outside of this contract within ten (10) business days of receipt of an invoice therefore. PRFB Percussion & Pageantry Arts has the right, in its sole and absolute discretion, to terminate this Agreement upon written notice to Client provided at least one (1) week in advance of the Event. Additionally, PRFB Percussion & Pageantry Arts may terminate this Agreement or use of the Rented Facilities at any time upon written or verbal notice if (a) Client fails to make any payment of Rental Fees, or any other amounts when due, or (b) the Client violates any of the Facility Rules and Regulations or any applicable law or regulation.

3. **Care and Maintenance:** Client acknowledges that the Rented Facilities are in good order and repair, unless otherwise indicated herein. Client must leave the Rented Facilities and all rented equipment, such as (but not limited to) instruments and furniture, clean and in a “ready to use” condition. All Client’s possessions must be removed each day.

4. **Entry and Inspection:** PRFB Percussion & Pageantry Arts and its agents may be in or about the Rented Facilities at any time during the Event for the purpose of inspecting the same, making necessary repairs, enforcing the Rules and Regulations, or any other purpose that does not unreasonably interfere with the Event.

5. **Damage:** Client shall pay a refundable damage deposit in the amount of $100 (the “Damage Deposit”), which amount is due at contract signing. PRFB Percussion & Pageantry Arts will refund the Damage Deposit to Client within thirty (30) business days after the Event if there is no damage to the PRFB Percussion & Pageantry Arts property in connection with the Event and provided that the termination policy is upheld. Client shall use the Rented Facilities in a reasonable manner at all times and shall be responsible for any and all repairs or damage caused by the misuse, negligence or misconduct of Client, its agents, clients, or affiliates. PRFB Percussion & Pageantry Arts is not responsible for personal property that is lost or damaged.

   Note that percussion instruments are designed to be struck, beat, or hit, and therefore batter (top) drumheads and cymbals are excluded from this damage agreement provided they are struck with reasonable musicianship as specifically taught by PRFB Percussion & Pageantry Arts. The practice space requires a minimum of four (4) hours of completed lessons prior to practice space rental eligibility. PRFB Percussion & Pageantry Arts reserves the right to refuse rentals for any reason. Drumsticks and headphones are not provided due to high probability of damage.

6. **Indemnification:** Client shall defend, indemnify, and hold PRFB Percussion & Pageantry Arts and each of its members, parents, subsidiaries, and affiliates and their respective officers, directors, agents, donors, and employees harmless from all liabilities, costs, and expenses, including Attorney’s fees, arising out of or in any way incident to this Agreement, including, without limitation, liabilities, costs, and expenses for death, personal injury, or property damage caused in whole or in part by the acts or omissions of the Client.

7. **Limitation of Liability:** To the extent permitted by law, PRFB Percussion & Pageantry Arts shall not be liable to Client for (a) any injury to persons or damage to property resulting from the condition or design or any defect in PRFB Percussion & Pageantry Arts’ Property or its

mechanical systems which may exist or subsequently occur, (b) fire, robbery, theft, vandalism, mysterious disappearance, or a casualty of any kind or nature, or (c) actions of Client or third parties. In no event will PRFB Percussion & Pageantry Arts' aggregate liability under this Agreement exceed two hundred percent (200%) of the Rental Fees.

8. **Force Majeure:** In the event that PRFB Percussion & Pageantry Arts is delayed, hindered in, or prevented from the performance of any act or obligation required under this Agreement by reason of acts of God, strikes, lockouts, labor trouble or disputes, inability to procure or shortage of materials or labor, failure of power or governmental entity including eminent domain, riot, insurrection, civil commotion, sabotage, explosion, war, national or local emergency, acts or omissions of Client, or other reasons of a similar or dissimilar nature not solely the fault of, or under the exclusive control of PRFB Percussion & Pageantry Arts, then PRFB Percussion & Pageantry Arts shall be excused from performing those acts of obligations on the condition that PRFB Percussion & Pageantry Arts promptly notifies Client of the occurrence of a force majeure event and its effect on performance.

9. **Assignment; Transfer:** Client shall not assign, transfer, or license its rights hereunder or allow anyone other than the Client Parties to access or use the Rented Facilities.

10. **No Third Party Beneficiaries:** This Agreement shall not confer any rights or remedies upon any third party other than the parties to this Agreement and their respective successors and permitted assigns.

11. **Severability:** The provisions of this Agreement are deemed severable and should any part, term, or provision of this Agreement be construed by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, and provisions will not be affected thereby.

12. **Governing Law; Venue:** This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of New York, without regard to conflict of law provisions.

13. **Waiver:** The waiver by PRFB Percussion & Pageantry Arts or Client of any breach of any term, covenant, or condition ("Condition") contained in the Agreement shall not be deemed to be a waiver of any subsequent breach of that or any other Condition.

14. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

Client initial here: _____
PRFB Percussion & Pageantry Arts initial here: _____

The signed Agreement or counterparts may be transmitted electronically or stored electronically as a photocopy (such as in .pdf format). The parties agree that electronically transmitted or stored copies will be enforceable as original documents.

15. **Entire Agreement:** This Agreement constitutes the entire agreement between PRFB Percussion & Pageantry Arts and Client and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understanding, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified unless in writing and must be signed by both PRFB Percussion & Pageantry Arts and Client.

Proctored Practice Sessions - Rules and Regulations:

1. **Schedule:** The agreed-upon schedule is limited to that timeframe. If Client is late they forfeit any time missed. Client shall give one (1) hour notice if a session needs to be postponed or rescheduled. If a scheduled session is missed entirely without providing notice the session is forfeited and no refunds will be issued. Note: No refunds shall be issued for monthly Rental Fees, however, with prior notice, paid future sessions may be rescheduled or postponed to a later date.

2. **Equipment:** Client is responsible for providing their own drumsticks and headphones as these items may be prone to high levels of wear and tear, damage, or breaking. Mics, mixers, amps, speakers, projectors, and digital music screens are not included in the rental and may not be used by Client. PRFB Percussion & Pageantry Arts is not responsible for any damage to personal property such as phones or other belongings. Studio equipment is inspected after every practice session.

3. **Warning:** No smoking, vaping, or consuming drugs or alcohol on the property (inside or outside the studio). No incense or open flames of any sort.

4. **Security:** Each renter assumes responsibility for the security of the space during each rental period. Renters are required to keep the doors closed during their rental period. The studio and premises is monitored 24/7 by CCTV security cameras.

5. **Supervision:** Client shall be present at all times during the rental, shall keep the event contained within the studio, and shall maintain adult supervision of minors at all times.

6. **Storage:** Renters may never leave any equipment, props, costumes, or personal belongings anywhere in the studio. PRFB Percussion & Pageantry Arts is not responsible for personal property that is lost or damaged.

7. **Emergencies:** For any urgent issue that might compromise the safety of the studio or the building, please call 315-480-0721.

Breach of these rules may result in the termination of this agreement and/or forfeit of monthly payments made plus damage deposit forfeit.

By signing below you agree to the terms of this agreement:

_____	_____
Student (print name)	*Proctor (print name)*
_____	_____
Student (sign name)	*Proctor (sign name)*
_____	_____
Guardian (print name)	*Effective Date (date signed)*
_____	_____
Guardian (sign name)	*Patrick R. F. Blakley - Owner*

Official use only, do not write below this line

Refundable deposit amount received: _____ **Date of deposit receipt:** _____

Deposit paid by: *Credit Card* *Cash* *Check* *Paypal* *Venmo* *Other?*

Client mailing address for returning deposits by mail: _____

Client initial here: _____
PRFB Percussion & Pageantry Arts initial here: _____