

Studio Lease Agreement

The Studio Lease Agreement (referred to as “**Agreement**” hereafter) is made between Nola Sound Studios, Inc. (“**NSS**”) with its office at 250 West 54th Street, 11th Floor, New York, NY 10019 and the client named on this Agreement (“**Client**”), effective as of the date executed by Client below, and sets out the Terms & Conditions of the studio rental (referred to as “**Rental**” hereafter) at Nola Sound Studios, Inc. (referred to as “**Facility**” hereafter), located at the above address. This Agreement shall apply to all Rentals by Client at the Facility as of the date hereof. NSS may modify this Agreement from time to time, in which event Client may be required to execute a revised Agreement prior to booking further Rentals.

Client Information

In conjunction with signing this agreement, Client must provide an up-to-date account with NSS. Client shall provide NSS with current billing and contact information upon request. NSS reserves the right to deny client access to Rentals if Client has payments due on its account. Client must provide NSS with the following information:

1. Full legal name of Client (and of Company if applicable).
2. Client’s primary phone number and e-mail address.

Terms of Use

BY entering into this Agreement, Client assumes complete responsibility for all Rentals reserved under the Client’s name, whether reservation is made in person, by phone, by e-mail, or any other means. Client assumes all responsibility for any persons participating in any activity relating to the Rental (each referred to as “**Guest**” hereafter). Clients and Guests shall not act in any manner which conflicts with laws, ordinances, orders, requirements, rules, or regulations of the Fire Department of New York, or Board of Health, or any other governmental department or agency having jurisdiction. Client acknowledges and agrees, on behalf of itself and its Guests, that any use of the Facility, including all activities relating to the Rental, is done at their own risk and that NSS disclaims any and all liability arising out of such use except to the extent caused by NSS gross negligence or willful misconduct.

NSS strives to maintain a safe and professional environment at the Facility and therefore reserves the right to deny access, suspend or evict any individual(s) who engage in disrespectful, disruptive, destructive, dangerous, intimidating, or offensive behavior towards other Clients or NSS staff, or whose conduct is otherwise deemed by NSS staff to be in violation of this Agreement. The Facility’s mandate is to provide professional studio space primarily for the entertainment community. As such, Client acknowledges that the Facility is not equipped to accommodate activities relating to physical or mental health treatment, including physical/occupational therapy, athletic conditioning, mental health and social work services, massage, acupuncture, martial arts, or otherwise.

1. Client shall notify NSS of the specific purpose of each Rental (including the title of the applicable project, if any) at the time of scheduling said Rental.
2. Client is financially responsible for any damages to the Facility or any equipment located therein resulting from Client or Guest activities at the Facility. Without limiting the foregoing, NSS reserves the right to evaluate the damages and charge Client for whatever expenses may be incurred in the repair or replacement necessitated by said damages. By signing this Agreement, Client agrees to pay for said damages.
3. Client may not remove piano from studio. Client and Guests assume all risk arising out of moving or attempting to move the piano on their own. Alternatively, Client may ask NSS for assistance with moving the piano. Food, beverage, and personal belongings are not to be placed on piano.
4. Clients and Guests may not have deliveries made to the Facility without the prior consent of NSS staff.
5. NSS reserves the right to refuse admittance to any individual or organization, within the limits of New York State law.
6. Rental is limited to the scheduled period only. Early and overtime access to Rental shall be arranged in advance and is subject to additional charges determined by NSS.
7. Clients must vacate studios on time to accommodate next client. It is the Client's responsibility to set up and break down all outside or NSS provided equipment during their allotted time. This includes but is not limited to chairs, tables, music stands, musical equipment etc.
8. Space must be kept clean with all garbage being placed in trash containers provided in each studio.
9. Clients are to make sure that no personal belongings left in their studio. NSS is not responsible for personal belongings are left on premises.
10. NSS reserves the right to move Clients to a studio of equal or greater size with prior notice.
11. No smoking anywhere in the facility.
12. Storage inside or outside the Rental studio is by permission only.
13. Tap dancing is permitted with prior consent from NSS.
14. Percussion, brass, woodwind, amplified instruments, and microphones are only permitted with prior consent from NSS.
15. Clients may only provide their own sound systems with prior consent from NSS.
16. Stage combat weapons are prohibited.
17. No tape of any kind is to be placed on floors or walls without the permission of NSS.
18. No film or video production without permission of NSS. Studios are to be used "as is." Decorating of studios is by permission only.
19. Throwing furniture or other objects, banging on walls, or stomping on floors are prohibited.
20. Bicycles, scooters, skateboards, rollerblades, hoverboards, etc. are prohibited.
21. No posting of announcements, advertisements, or instructions are permitted in facility without the consent of NSS staff.

22. All rental activities must take place in rental studio. Hallways are for waiting and quiet preparation. Stretching and warming up in hallways is prohibited.
23. Clients and Guests must limit wait time before entering Rental studio to 30 minutes or less.
24. Appointment auditions: Casting Rental Clients must Limit the number of Guests outside the Rental studio to 10 or less.

General Terms

Client, for itself and its partners or members, hereby agrees to indemnify, defend (at the election of NSS) and hold harmless NSS and its officers, directors, employees, and agents from any and all claims, actions, proceedings, and resulting costs, loss, damage, liability, awards, judgments, expenses, attorneys' fees, penalties, and fines whatsoever which may be claimed by any person or persons (including, without limitation, any Guest(s)) consequent upon or arising from (a) any injury to person or property or damage of whatever kind of character suffered or sustained on NSS premises and consequent upon or arising from the use of said premises by, on behalf of, or at the invitation of Client (or its members, employees, agents, Guests, or clients); (b) any failure of Client (or its members, employees, agents, Guests, or clients) to conform with all laws, rules, statutes, ordinances, and governmental regulations now or hereafter in force; or (c) any gross negligence, willful misconduct, or breach of this Agreement by Client (or its members, employees, agents, Guests, or clients). THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT MAY NOT BE ASSIGNED, TRANSFERRED, OR CONVEYED BY CLIENT WITHOUT THE PRIOR WRITTEN CONSENT OF NSS. NSS FACILITIES AND EQUIPMENT ARE MADE AVAILABLE TO CLIENT AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT HERETO, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL NSS BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, AND NSS'S MAXIMUM LIABILITY TO CLIENT FOR ANY CLAIM ARISING OUT OF ANY RENTAL SHALL BE THE RENTAL FEES ACTUALLY PAID BY CLIENT FOR SUCH RENTAL (IF ANY). This Agreement may not be modified except by written instrument executed by both parties. This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. Signatures that have been copied, faxed, scanned, or electronically generated shall be deemed to be originals for purposes hereof.

Client's Name:

Client's Signature:

Date:

Philip A. Johann
President & Owner



Date: 12/15/2016