



SPACEWORKS PERFORMING ARTIST AGREEMENT

The following serves as an agreement between the applying artist, herein known as “Artist” and Spaceworks NYC, Inc., herein known as “Spaceworks.”

Spaceworks agrees to rent Rehearsal Space to Artist on a first-come first-serve basis. Rental rates vary based on location and time. Reservations can be made online at spaceworksnyc.org and payments are collected at the time of booking.

Agreement

1. By signing this agreement Artist claims they are at least 18-years-old, understand the terms herein and acted willfully under no duress at the time of signing.
2. Spaceworks reserves the right to terminate this contract at any time without refund.

Spaceworks Card Application

1. The Artist attests that all information contained within their Spaceworks Card Application is complete and accurate to the best of their knowledge.
2. Spaceworks reserves the right to use any data collected from the Artist for development and/or marketing purposes.
3. Upon submitting the application for a Spaceworks Card, Spaceworks will charge the Artist’s credit card a one-time, non-refundable fee of \$10.00.
4. Spaceworks, its services and facilities are for use by artists with an active practice for the explicit purpose of creating art. Spaceworks reserves the right to deny any application for a Spaceworks Card.

Spaceworks Card

1. The Artist must report a lost, stolen or damaged Spaceworks Card immediately. There is a non-refundable \$10.00 fee to reissue a Spaceworks Card.

2. The Spaceworks Card can only be used by the designated Artist. The Artist agrees not to give the card to another person under any circumstance.

Spaceworks Account

1. The Artist agrees to update his/her Spaceworks account with the most current contact information at all times.
2. The Artist is the only person who may use their Spaceworks Account for any reason. Artists may not supply their account password to anyone. If an Artist suspects that someone other than themselves may be using their account they must report it to Spaceworks immediately.
3. When a Spaceworks Card is issued, an Artist will be able to use their Spaceworks Account to reserve and pay for space at www.spaceworksnyc.org.
4. The Artist is responsible for all debts accrued with their Spaceworks Account. Reservations for rehearsal space require full payment in advance. Spaceworks implements a strict 72-hour cancellation policy for all reservations. Rehearsal space reservations are 100% refundable and transferrable up until 72-hours prior to the start of the rental. Within this 72-hour window all reservations become non-refundable and non-transferable.

Workspace Requirements

1. Spaceworks, its services and facilities are for use by the Artist for the explicit purpose of creating art. Acceptable uses of a Spaceworks facility include:
 - a. Rehearsal
 - b. Production Meeting
2. The Artist agrees not use Spaceworks services for unacceptable uses including but not limited to:
 - a. Performance or any other public presentation
 - b. Class and/or workshop or any other pay-for-service operation, unless approved by Spaceworks
 - c. Any other use that is not directly connected to artistic creation
3. Spaceworks reserves the right to enter a Spaceworks rehearsal room during any reservation.
4. The Artist is liable for every guest attending their rehearsal in a Spaceworks facility and is responsible for enforcing any regulations expressed in this contract. Spaceworks is not responsible for damaged, lost or stolen property. The Artist will be held accountable for any damage to a Spaceworks facility committed by the Artist or their guests.

Rehearsals

The Artist agrees for themselves and on behalf of their guests:

1. To be the first member of their party to enter the Spaceworks facility and the last person to leave. No guests shall be allowed to remain inside the Spaceworks facility without the supervision of the

Artist who made the reservation.

2. Not to allow anyone except for guests of their rehearsal inside a Spaceworks facility.
3. Not to prop open any door within a Spaceworks facility. You may wait by the main entrance until all of your guests arrive. As an alternative we recommend providing your guests with your cell phone number in advance so that they can call you to let them in when they arrive.
4. Not to enter a Spaceworks facility more than 15 minutes prior to your paid reservation period. For your convenience, your Spaceworks Card will allow access to the facility 15-minutes prior to the start of your rehearsal.
5. Not to loiter in the hallways of a Spaceworks facility or use it as a break-out rehearsal space or holding room.
6. To respect every part of a Spaceworks facility including restrooms, hallways, floors, walls, doors, windows and mirrors.
7. Not to enter a Spaceworks rehearsal space until the start of your reservation.
8. To restore the rehearsal room to the condition they found it before the end of their reservation. Furniture must be restored to its original position, the floor must be swept of any debris. All trash must be placed within designated receptacles. Spaceworks recommends the Artist allows at least 10 minutes to restore the space before the end of a reservation.
9. To vacate the rehearsal room before the end of a reservation.
10. To vacate the Spaceworks facility within 15 minutes after your rehearsal space reservation has ended.
11. To respect Spaceworks' neighbors. The Artist and their guests will not enter any area of any building surrounding a Spaceworks facility including adjacent doorways, stairwells, hallways, gardens or alleyways. Exceptions made for Public Library spaces during normal operating hours and ADA accessible entrances.
12. Food and drink is strictly forbidden within Spaceworks rehearsal spaces—only water in a container with a lid is permitted.
13. There is a maximum of 15 people allowed within any Spaceworks rehearsal space. If your rehearsal requires more guests please contact Spaceworks in advance.
14. Not to touch any mirror inside of a Spaceworks rehearsal space.
15. Not to lean against, sit on or hang anything from a ballet bar or curtain inside a Spaceworks rehearsal space.
16. The Artist is responsible for replacing or repairing any damage to Spaceworks, its facilities, equipment, fixtures or other property resulting from the actions of the Artist or their guests.
17. There will be no loud yelling, screaming or very loud music within the Spaceworks dance and theater rehearsal spaces. A stereo will be provided by Spaceworks—the Artist will not use their

own sound system within these studios. Exceptions apply for studios designated as music rehearsal rooms.

18. Not to use any footwear or props that will mark or scratch the floor.
19. Not to leave any props, furniture or materials at Spaceworks. Anything left behind will be discarded. A limited amount of storage may be available at a Spaceworks facility. Storage fees apply. Please contact Spaceworks for more information.
20. Glitter, paint, makeup and other fine particles are not allowed within a Spaceworks rehearsal facility.
21. No candles, incense or open flames of any kind within a Spaceworks facility.
22. If the Artist or their guests accidentally damage any part of a Spaceworks facility you must report it immediately.
23. If someone in your party is injured or you witness any unlawful behavior please call 911 immediately.
24. If you witness any abuse to a Spaceworks facility or its inhabitants please report it immediately.