



Renter:
Address:
Email:
Phone:

On-Site Contact (if different from Renter): _____
On-Site Contact Phone (if different from Renter): _____

Balance At Urbanity Dance: Rental Agreement

Balance at Urbanity Balance 111 W Concord Street and _____ (renter) agree to the following rental arrangements.

Event and Type: Dance rehearsals

Event Date(s):

Event Time(s):

Number of hours:

Names of those in your party (if more than one):

RULES AND REGULATIONS

Rental Includes: Use of space, sound system, kitchen area, bathroom, rental key, and access to all fitness equipment. All set-up or break downs/clean up of the space must take place within your rental period, so plan accordingly when booking.

Key: The key for Balance is chained to the mailbox outside of the studio. *If* you are renting for an extended period of time and would like to provide a deposit to have a copy of the key, you may request this during the rental process. There is a \$25 cash key deposit which must be paid upon receipt of the key. Upon return of the key, renters can receive the deposit via mail or in person, depending on method of key return. If a key is lost or stolen, the \$25 cash deposit will be kept. Additional key releases following a lost/stolen key will result in a new deposit being collected.

Renters are fully responsible for this key and Urbanity cannot be held responsible for any effects your losing the key has on your using the space. As such, lost/stolen keys should be reported in a timely manner so Urbanity can make reasonable efforts to replace your key and collect a new deposit before your event.

Cancellation Policy: The event may be canceled or rescheduled (subject to availability) with a minimum of 1 days' notice.

Payment: Must be made in *full* prior to the rental period.

Space Maintenance: The premises must be left in the condition in which they were found at the beginning of the rental period and will be approved by an Urbanity administrator. All food, beverages, equipment, and rented supplies must be removed from the premises, or returned to where they were borrowed from, immediately after each use of the facilities. All trash must be removed from the building. All floors must be swept after each use. Renter must also immediately take care of any spillage. Renters are asked to lock the front door behind them (hand lock on the handle from the inside) after entering space.

Thermostat: The thermostat must be left to 60 degrees Fahrenheit. Sound systems must be kept at a reasonable level and cannot be used for rentals taking place after 8:00 pm.

COVID-19 Renter Policy:

Cleaning: Renter is responsible for mopping the floor and wiping down all touched surfaces (in-studio and bathroom) with the sanitation supplies found and labelled in the studio, at the end of their rental period. All fitness equipment belonging to Urbanity, including yoga props, should be thoroughly wiped down using the cleanser before and after use.

Hygiene: Please wash hands/use hand sanitizer before touching surfaces in the space, including stereo or fitness equipment.

Attendees: Prior to renting, renter must report the total # of attendees anticipated in the space at one time. No more than 6 people (including teacher or leader) are allowed in the space per rental.

Space Usage: Renter must limit occupancy to the rented studio and bathroom only. Lobby or lounge space usage is prohibited.

Face Masks: All individuals must wear a face mask/covering in compliance with Massachusetts Department of Public Health Guidelines.

Social Distancing: All individuals must maintain social distancing of 6 feet minimum between each person in the space.

Sick Cancellation: If renter has had contact with someone diagnosed with COVID-19, has travelled to a COVID-19 hot spot, or feeling ill, DO NOT enter the Urbanity facility. Email Urbanity administrator to reschedule without financial penalty, or receive a full refund if preferred.

Smoking/Alcohol: No smoking or consumption of alcoholic beverages is permitted within the rental space.

Cancellations: Urbanity reserves the right to make all final decisions about any cancellations. All decisions will be made with the safety of the renter, guests, and staff in mind. If the event is cancelled due to inclement weather, any payments made in advance will be refunded or applied to future bookings.

Indemnity: Renters shall release, indemnify, keep, and save harmless Urbanity Dance and its agents, officers, employees, and members from any responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees of the renter or persons attending the events for which premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use by the renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgements, decrees, awards, fines, penalties, claims, costs, and expenses, including reasonable attorney's fees.

Entering/Exiting the Space: Renters will receive instructions prior to their rental date that will have information stating how to access the studio key via a lock box outside the front door. It is required that once this key is accessed it is returned to the lockbox. If the key is missing for the next rental you will be responsible for the payment of that rental's session. The door must also be locked, if left unlocked, the renter is subject to a fine.

In the event that the key is missing upon your arrival, please contact Betsi Graves directly at +1 (617) 416-9726. Text message is preferred.

I have read and agree to the terms and conditions of this rental agreement.

Signature:

Print Name:

Date:

Urbanity Dance Engagement, Indemnification, Liability Release, and Assumption of Risk Agreement

This Engagement, Indemnification, Liability Release and Assumption of Risk Agreement (the "Agreement") is made this ____ day of _____, 2020 (the "Effective Date"), by and between _____ (name), with an address of _____, and Urbanity Dance, with an address of 725 Harrison Avenue #100, Boston MA 02118.

_____ (name) and Urbanity Dance are referred to collectively in this Agreement as the "Parties."

This Agreement governs the use of Urbanity Dance's Premises located at 1180 Washington Street #100, Boston, MA 02118 (Urbanity Dance Headquarters); 725 Harrison Avenue #100, Boston, MA 02118 (Urbanity Central); 111 West Concord Street, Boston, MA 02118 (Balance at Urbanity Dance) (Collectively referred to as the "Urbanity Dance Premises"). In consideration of being serviced by Urbanity Dance and allowed to use Urbanity Dance's premises, equipment, and services, including, but not limited to, dance classes, administrative tasks, private lessons, rehearsals, and rentals (collectively "Urbanity Dance Services"), I hereby agree and acknowledge, on behalf of myself, and/or on behalf of my minor. child(ren)/ward(s), as follows:

- 1) ASSUMPTION OF RISK:** Participation in the Urbanity Dance Services is completely voluntary and undertaken only after full appreciation of the risks involved. In connection therewith, the outbreak of a highly infectious disease known as COVID-19 resulted in the declaration of a Public Health Emergency on January 30, 2020. To date, there is no cure or vaccine for COVID-19. According to the CDC and public health officials, COVID-19 spreads by interpersonal contact. The Urbanity Dance Services covered by this Agreement include usage of space and supplies. As result, the Urbanity Dance Services may be dangerous and entail both known and unknown risks including, but not limited to, the risk

of contracting COVID-19 or some other disease and attendant complications, including hospitalization, or death. I understand that the activities I will participate in or around the Urbanity Premises may be considered inherently dangerous and may cause serious or grievous injuries, bodily injury, COVID-19 infection and/or exposure, loss of/damage to personal property and/or death. I voluntarily assume any risk and waive any claims of personal injury, COVID-19 infection and/or exposure, death or damage to personal property associated with Urbanity Dance. To the extent Urbanity Dance provides or uses any safety equipment or personal protective equipment, I understand that Urbanity Dance does not manufacture any of this safety equipment or personal protective equipment and I waive any liability against Urbanity Dance for any defective products.

2) RELEASE OF LIABILITY: I, irrevocably and unconditionally agree not to sue and releases, waives, relinquishes, and discharges Urbanity Dance, current and former directors, officers, board members, employees, agents, administrators, representatives, assigns, and insurers, from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my use of Urbanity Dance Premises, equipment, services and activities, including without limitation any claim for negligence, failure to warn or other omission, personal injury, illness, bodily harm or death to the maximum extent allowed by law. This release is applicable to and binding upon my past and present agents, representatives, spouse, attorneys, principals, executors, administrators, personal representatives, heirs, successors, insurers, and assigns.

3) INDEMNIFICATION: I am solely responsible for all damages caused to Urbanity Dance property and to the property of others as a result of my use of the Urbanity Dance Premises, except as may result from the gross negligence or willful misconduct of Urbanity Dance. I hereby agrees to defend, indemnify and hold harmless Urbanity Dance from and against all actions, losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by Urbanity Dance including, but not limited to, any and all attorneys' fees, costs, damages, and/ or judgments Urbanity Dance may pay or become

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obligated to pay on account of any claim or assertion of liability for damage to the extent arising or alleged to arise out of my act or omission, except as may result from the gross negligence or willful misconduct of Urbanity Dance.

4) **TERM OF AGREEMENT:** I represent, warrant, and agree that until canceled by a writing signed by both Parties, this Agreement shall apply and be applicable to each and every time I visit or receive services from Urbanity Dance.

5) **NO ADMISSION OF LIABILITY.** Nothing in this Agreement will be construed as an admission by Urbanity Dance that it acted wrongfully with respect to myself or any other person.

6) **ENTIRE AGREEMENT/AMENDMENT.** This Agreement is absolute and unconditional and constitutes the full, complete, and entire understanding and agreement between Parties with respect to the subject matter of this Agreement. I acknowledge and affirm that I have not executed this Agreement in reliance upon any promises, representations, statements, warranties, covenants or undertakings not contained within this Agreement. This Agreement may not be amended, modified, altered, changed, limited, or terminated, except by a writing signed by all of the Parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement will operate as a waiver, nor will any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise, or the exercise of any other right, remedy, or power provided in this Agreement or by law or in equity.

7) **SEVERABILITY.** If for any reason any provision of this Agreement is determined to be invalid or unenforceable, that provision will be deemed modified to whatever extent necessary to render it enforceable, and if the Court declines to so modify the provision, then the remaining provisions of this Agreement will be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

8) BENEFIT/AUTHORITY. This Agreement will be binding upon and **Urbanity Central Urbanity Dance Headquarters Balance at Urbanity Dance** 725 Harrison Ave. #100, Boston MA 02118 | 1180 Washington Ave. #100, Boston MA 02118 | 111 West Concord St. Boston MA 02118

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inure to the benefit of the Parties and their respective successors and assigns. I represent and warrant to the others that I have the power and authority to enter into and execute this Agreement on behalf of myself, children, wards, and on behalf of their respective present and former spouses, attorneys, principals, executors, administrators, personal representatives, heirs, successors, and assigns.

9) GOVERNING LAW. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Massachusetts without regard to Massachusetts' conflict of law principles.

I hereby agree, represent, and warrant that neither I nor my children shall visit or utilize Urbanity Dance services, and programs of the studio if I, he/she/they: (i) experience symptoms of COVID-19, including without limitation, fever, cough, shortness or breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste and/or smell (or any other symptoms later to be determined to be a symptom of COVID-19); (ii) has a suspected or diagnosed/confirmed case of COVID-19; or (iii) within the last 14 days has been exposed to someone who exhibits the symptoms listed in (i) above or has a diagnosis as set forth in (ii) above. I agree to notify Urbanity Dance immediately if I believe that any of the foregoing access/use restrictions may apply. Urbanity Dance has taken and may in the future take certain steps to slow the transmission of COVID-19, including, without limitations, the access/use restrictions set forth above. I acknowledge and agree that Urbanity Dance may revise its procedures at any time and further agree to review and to comply with Urbanity Dance's revised procedures as a condition of entering and/or utilizing the facilities, services, and programs of Urbanity Dance.

By signing below, I agree to follow Urbanity Dance's social distancing and safety protocols set forth in the Rental Agreement.

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I have read this Engagement, Indemnification, Liability Release, and Assumption of Risk Agreement, fully understand its terms, and sign freely and voluntarily with any inducement.

Name: Date:

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this Agreement to my child/ward including the

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risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release/waiver provided above for all myself, my spouse, and child/ward and agree to indemnify and hold harmless Urbanity Dance for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, to the fullest extent provided by law.

Name of Participant:

If Participant is minor/child/ward, Name of Parent/Guardian:

Signature of Parent/Guardian (Must be over 18 years of age):

Date: _____

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URBANITY DANCE COVID-19 RENTAL ADDENDUM

I _____, as the Primary Contact for this rental am fully aware of and take responsibility for adhering to Urbanity Dance's COVID-19 Studio Requirements outlined below.

MAXIMUM CAPACITY

- A maximum of six people are to be allowed in the facility per rental.

SOCIAL DISTANCING

- All people must practice social distancing, and agree to be 6 feet apart at all times.
- Masks must be worn in the facilities, no exceptions.

HYGIENE PROTOCOLS

- All people must sanitize their hands at the contactless sanitation stations located inside the door on the way in and way out of the facility.
- At this time there will be no lost and found at any studios.
- All people are asked to bring their individual water bottles to class. Public sources for water will not be available to minimize touched surfaces.
- Tenants are asked to avoid contact with skin on floor, adjusting movements when possible.

CLEANING PROCEDURES

- Cleaning time must be factored into the total rental time, along with time for arrival and dismissal. Your rental begins and ends precisely at the time agreed on your rental contract, and all cleaning procedures must be completed fully by the end time.
- Individuals using the restroom will be asked and guided through signage to disinfect the toilet, sink, and door knob upon exit, and must let you, as the primary contact, know upon **return that they have followed the disinfecting directions.**
- At the end of your rental, any touched areas must be sanitized using the disinfectant provided by Urbanity, including but not limited to: doorknobs, sound equipment, and restrooms throughout the site.
- The dance floor must be mopped at the end of rental with the disinfectant and mop provided by Urbanity.

REQUIRED AT HOME SCREENING PROCESS BEFORE ENTERING THE STUDIO

- Urbanity requires every person planning to enter the space to monitor possible COVID-19 symptoms at home every time before coming to the studio.
- All individuals and/or parent/guardians (if under 18 years) must take their child's temperature.
Individuals with a temperature over 99.5 degrees Fahrenheit must remain home.
- Before every class, All individuals and/or parent/guardians (if under 18 years) **must ask the following questions:**
 - 1) Do you (or your child) have signs or symptoms of a respiratory infection, such as fever, chills, cough, shortness of breath, fatigue, muscle or body aches, headache, sore throat, congestion, running nose, nausea or vomiting, diarrhea or new loss of taste or smell? (If asking a child, do you, as the parent/guardian notice your child exhibiting any of these possible symptoms of COVID-19?)
 - 2) Have you (or your child) come into contact with someone who is suspected of having COVID-19 or who is currently ill with respiratory illness?

If the answer to either of the above questions is YES, individuals must remain home.

- As a reminder, anyone entering the dance studio must ensure that they **follow all state-mandated safety and quarantine requirements**, including self-quarantining for 14 days after traveling outside of the Northeast region of the U.S.

SICK POLICY

- In compliance with the CDC and local health officials, no person who has symptoms of COVID-19, which may include fever, chills, cough, shortness of breath, fatigue, muscle or body aches, headache, sore throat, congestion, running nose, nausea or vomiting, diarrhea or new loss of taste or smell, should enter the studio.
- If anyone in your party has been sick, they must remain home for a minimum of 7-14 days after all symptoms have subsided. Individuals who have been sick are asked to take a COVID-19 diagnostic test, and receive a negative result, before returning to the facility.
- If someone in your party becomes ill during your rental, this individual must be separated from the rest of your group, and isolated to a closed area until they can leave the building.

WHAT IF SOMEONE IN MY PARTY TESTS POSITIVE FOR COVID-19?

- Inform the staff immediately by emailing studio@urbanitydance.org with URGENT in the subject header.
- Urbanity prioritizes the privacy of all community members. Urbanity must notify the local Board of Health, and inform the Urbanity community of a reported illness, but will not identify the diagnosed individual by name.

MANAGING THE COVID-19 THREAT LEVEL

- Urbanity continues to closely monitor the cases in Boston, and reopening guidelines/requirements via the State of Massachusetts and the City of Boston.
- Urbanity is prioritizing public health in every detail of our reopening plans.
- If the COVID-19 case load increases and city/state guidelines shift, Urbanity will cancel all rentals. Tenants may then receive a refund for remaining classes, or donate the difference to the organization.
- If anyone in the Urbanity community tests positive for COVID-19, all Urbanity facilities will close to be disinfected. All rentals will be cancelled for a 14 day minimum, and will only open when and if it is deemed safe to reopen.

COVID-19 WAIVER

- All individuals planning to enter the facility must sign Urbanity's [COVID-19 Waiver](#) ahead of time. All waivers must be collected together, and copies emailed to your Urbanity booking contact, along with the rental agreement, no less than two business days prior to your first date of rental.

For more information about Urbanity's COVID-19 Reopening the Studio Plan, please [read here](#).

As the primary contact for this rental, I have fully read Urbanity's policies and will ensure that everyone in my party is completely informed of and fully adhering to all of Urbanity's COVID-19 Studio Requirements.

I have read this Urbanity Dance COVID-19 Rental Addendum, fully understand its terms, and sign freely and voluntarily with any inducement.

Rental Primary Contact Name:

Rental Primary Contact Signature:

Date:

Urbanity Central

Urbanity Dance Headquarters

Balance at Urbanity Dance

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