

mignolo Co-Production Series Agreement

The parties agree to the following:

1. Artist/Company: _____

2. Location:

mignolo arts center
272 Lake Avenue
Metuchen, NJ 08840

3. Date and Time:

- The performance shall take place on _____ at _____.
- Artist/Company will be allowed access to the studio two hours prior to performance for tech and setup.

4. 50/50 Box Office Agreement:

- Artist/Company will provide a \$100 deposit to secure their performance date. This deposit is non-refundable if performance is canceled or postponed.
- mignolo will donate the use of our chairs for audience members, however Artist/Company is responsible for set up and breakdown.
- mignolo will help promote the show through our social media, newsletter, etc. however, Artist/Company is expected to promote their own performance as we cannot guarantee attendance in any capacity.
- Artist/Company and all other performers must sign the following: [Waiver and Release of Liability](#)

GENERAL RENTAL GUIDELINES & POLICIES

HOURS AND REGULATIONS

Building Operating Hours:

- 7 days a week from 8AM-10PM. **Subject to change for performances.**

Accessibility and Parking:

- mignolo arts center DOES NOT provide on-site parking, other than one handicap spot. Parking is available at Pearl Street Parking Garage, Halsey St. parking lot (meters), and street parking on Amboy Avenue. Please proceed to these locations which are just two blocks away.
- There are two bathrooms at mignolo arts center, one of which is handicap accessible and remains locked unless advance notice is given. If you need access to the larger

bathroom for accessibility reasons, please email us at least 24 hours in advance so we can ensure that it is unlocked for you. **For performances, both bathrooms will be accessible.**

Entering the Space:

- At the time your rental begins, you will receive an access code via text for the front door. The code lasts for five minutes so if you are running late, please let us know by texting (732) 242-7805. Also be aware that once you close the front door, it locks automatically and you will not be able to get back in with the same code. Please turn the lights and stereo off upon exiting the space.

Shoe Policy:

- To protect the studio floors, shoes must be removed and left outside the front door before entering the studio.
- Shoes worn inside the studio must either be dancewear (ballet shoes, jazz shoes, socks, character/heels, etc.) or clean sneakers.

Air Conditioning:

- You are welcome to adjust the temperature as needed between the ranges of 72 and 80 degrees in the summer, and 62 and 70 degrees in the winter. When you leave, please leave the temperature at 78 degrees in the summer and 65 degrees in the winter. If you do not use the air conditioning or heat and it was off upon arrival, you're welcome to leave it off.

STUDIO RULES AND REGULATIONS

- Renters must be 18 years or older to book space in our studio. Minors are eligible to use studio space if booked and accompanied by an adult for the full duration of rental time.
- Children should be accompanied by an adult at all times and should refrain from running, making loud noise, and eating.
- mignolo reserves the right to enter any space at any time with discretion in the case of building emergencies and general operational needs.
- Food and drink, other than water, are prohibited in the space unless previously discussed and agreed upon between the owners and renters for specific activities. In the event that a party will be bringing food or drink into the space, the group is responsible for clean up before leaving the studio.
- If your party or any participants will be bringing your own equipment into the space (including but not limited to photography equipment, sound equipment, lighting equipment, musical instruments, props, tables, chairs, etc.), please use care when moving them across the studio floor. Anything to be placed on the floor, such as chairs, tables, props, etc., must have non-scratch bottoms. Renters will be held responsible for any damage to mignolo property caused by outside equipment.
- For groups that will be using or creating music or any kind of noise, renters and participants must adhere to the town noise ordinance. Between 7AM and 10PM, impulsive sound shall not equal or exceed 80 decibels. Between 10PM and 7:00AM,

impulsive sound which occurs less than four times in any hour shall not equal or exceed 80 decibels.

We do NOT allow:

- Moving the piano, speakers, or furniture. (If you need to move things for any reason, please reach out to us in advance.) **Subject to change for performances.**
- Leaning against/propping items against the mirrors.
- Use of substances on the dance floor, including but not limited to rosin, powder, and/or tape.
- Use of feathers, glitter, and any other such substances that leave a residue.
- Smoking, flammable special effects, candles, incense or any other kind of open flame.
- Heavy or sharp objects on the studio floors.
- If any of the above requirements cannot be adhered to during the rental period, protective flooring must be laid down at the renter's cost. Please leave the space how you found it or better!

COVID-19 POLICIES AND PROCEDURES

We have developed operations and safety plans for continuing rental applications amidst the COVID-19 pandemic. These plans are progressive and based on information provided by the state of New Jersey, the CDC, and guidance from other medical/public health experts. All renters must adhere to the following policies and procedures:

- Wearing a mask or face covering is **optional** for fully-vaccinated individuals. Unvaccinated individuals are **required** to wear an acceptable mask or face covering at all times.
- Do not visit mignolo arts center if you have a fever, flu-like symptoms, or do not feel well.
- Upon entrance and exit, hand washing with soap is required for all guests.
- Social distancing is encouraged when possible.
- Do not arrive earlier than 15 minutes prior to your rental start time.

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in dance and related performance activities (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge mignolo, located at 272 Lake Ave, Metuchen, New Jersey 08840, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION ON THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless mignolo against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If mignolo incurs any of these types of expenses, I agree to reimburse mignolo.

I acknowledge that mignolo and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of mignolo.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including by not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE mignolo AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST mignolo FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of mignolo, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

The Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and mignolo agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Artist/Company Name

Signature

mignolo CEO Signature

Event checklist:

Mignolo Event Check List”

- Put cones out prior to the event (at least 30 minutes before)
- Put sign by street with event information written on it (weather permitted)
- Unlock trailer and set up appropriate amount of chairs - if using all 50 they fit inside the first marly closest to the gallery wall with bar height, then counter height and then regular chairs (this helps visibility for the shows)
- Close all the curtains on all sides to allow black out of entire space
- Tape code 1741# on the handicap bathroom door and remove it after the event

- No shoe policy, but provide shoe covers and help remind entries that this is the policy.
- The sound system is behind the curtain locked. The key is attached to the trailer keys in the a/c handler on the hook. When done with the sound system please re-lock it up.
- When the event concludes - put chairs away in the trailer and make sure to lock it fully and put the key back in the a/c closet. Co-production events are expected to bring their team to set up and break down.
- Be sure to put the shoe covers at the door and remind people they have to take off their shoes and or wear covers.
- If the garbage inside becomes full, empty them in the outside can.

- Bring the cones back to the space after the event and the sign too.
- If tables are required there are 12 tables in the trailer. There are table cloths in the handicap bathroom cabinet in the 2nd one from the wall in a box. Replace them and or if they get dirty get them to Tobi to get them cleaned.