

# REHEARSAL STUDIO RENTAL AGREEMENT



**RED HOUSE STUDIOS, INC.,** A CALIFORNIA CORPORATION  
 1667 Botelho Drive, Walnut Creek, CA 94596  
 (925) 938-6900 - www.redhouselive.com

## RENTER INFORMATION

Renter Name: \_\_\_\_\_

Parent/Guardian (if under 18) \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Band (if applicable): \_\_\_\_\_ School (if applicable) \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

How Did You Hear About Red House: \_\_\_\_\_

## RENTAL AGREEMENT

- I. Studio Rental Terms
  - I.1. Studios. Red House offers multiple rehearsal facilities (the 'Studio') at its Walnut Creek complex. Each Studio has unique dimensions and equipment configurations. Red House reserves the right to modify the rental rates and configurations of the Studios at any time. Specific equipment requests should be made at the time of the reservation.
  - I.2. Rental Rates. Studio Rental Rates are updated regularly and are available by contacting Red House.
  - I.3. Reservations. Reservations for Studios may be made up to forty-five (45) days in advance. Reservations may be made via phone, email or in person.
  - I.4. Cancellations. Studio rentals cancellations require twenty-four (24) hours advance notice to avoid charges. Reservations may be cancelled by calling (925) 938-6900 or emailing reservations@redhouselive.com.
  - I.5. Studio Rental Packages. Red House offers Studio rental packages at discounts from the standard single usage rates. All studio rental packages expire forty five (45) days from purchase, and are non-refundable.
  - I.6. Studio Availability. Studios are available for use during Red House's posted hours of operation. The availability of Red House's Studios may be limited when special activities are being held at the Studio. Further, repair or maintenance may make it necessary for the Studio to restrict use of, or close, one or more of its facilities.
  - I.7. Guests. Renter hereby assumes responsibility for all Guests who they bring to Red House. Guests will be bound by the same Rules and Regulations as Renters.
  - I.8. Damages. A Renter will be financially responsible for any damages caused by the Renter or Renter's Guests.
- I.9. Rental Charges. All Renters agree to pay all Red House charges incurred by self, guests, or family Renters. Red House shall, from time to time, fix the amount and terms of payment for charges for goods, services and use of the facilities by Renters and guests.
- I.10. Automatic Payment of Charges. In the event that Charges are not paid by other methods at the time they are incurred, Renter hereby authorizes Red House to use the credit card account kept on file with Red House to automatically process the payment of Charges under this Agreement. Renter acknowledges and agrees that if at any time the credit card account kept on file cannot process the payment of charges under this Agreement, Renter remains obligated to pay the charges.
2. Rules and Regulations
  - 2.1. Personal Property. Red House Studios is not responsible for the personal property of Renters while on premises. Renters are encouraged to maintain control of their property at all times.
  - 2.2. Smoking, Alcohol and Drugs. Red House, and its surrounding parking areas, is an alcohol-free, smoke-free and drug-free facility. Red House reserves the right to deny entry to any one believed to be under the influence of a substance.
  - 2.3. Aggressive Behavior. Fighting, horseplay, heckling, or other aggressive behavior – either verbal or physical – will not be tolerated.
  - 2.4. Agreement Not Inclusive. The rules and regulations contained herein are not inclusive. Signs posted in the Studio, directions from Red House staff and other written guidelines will serve as additional rules.
  - 2.5. Amendment of Rules & Regulations. Red House may from time to time adopt official Rules and Regulations or policies

not herein covered and all will be obligated to these policies.

2.6. Termination and Suspension. Red House reserves the right at any time to terminate and/or suspend the rental privileges of any Renter for failure to comply with any of the Rules and Regulations adopted by the Studio or for any conduct the Studio determines to be improper or in any way detrimental to the best interests of the Studio or other Renters. The rental privileges may be terminated by notification in writing mailed by the Studio to the last address shown on the records of the Studio for the Renter being terminated. The terminated Renter will remain liable for all dues and other indebtedness incurred prior to the termination.

3. Waiver of Liability

As consideration for being granted access to studio rentals, Renter agrees that Red House shall not be held responsible or liable by any Renter or guest for injury to their person or damages or loss of property for any reason. The undersigned, on its behalf and on behalf of all family Renters, hereby voluntarily assumes all risk of personal injury, property loss or damage and/or other damages to the undersigned resulting from or in any way associated with the undersigned (and family Renters') entry upon Red House property and/or participation in any of the activities sponsored by Red House, and further the undersigned, on its behalf and on behalf of all family Renters, hereby releases Red House and its officers, agents and employees from every claim, liability, or demand of any kind or on account of any personal injury, property loss or damage, or other damages resulting from or in any way associated with the undersigned's (and family Renters') entry upon property of Red House and participation in its activities. This includes, but is not limited to, liability for all damages from the active or passive negligence of Red House or its agents. Further, the undersigned confirms he/she has read and understands this release.

4. Miscellaneous.

4.1. Entire Agreement; Amendment; Waivers. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No course of prior dealing among the parties, no usage of trade, and no parole or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof. This Agreement may be altered, amended or modified in whole or in part at any time only by a writing signed by all the parties hereto. No waiver of any of the provisions of this

Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

4.2. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding conflicts of law principles.

4.3. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled and decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules ("Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Contra Costa County. Arbitration shall be conducted by a single arbitrator.

4.4. Attorney Fees. In the event any attorney is employed by any party to this Agreement with regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

4.5. Further Acts. Each party to this Agreement agrees to perform such further acts and execute and deliver such further agreements or instruments as the other party may reasonably request, to consummate, evidence or confirm the agreements contained in this Agreement.

4.6. Severability. If any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or arbitrator, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected, unless its invalidity or unenforceability will defeat an essential business purpose of this Agreement.

4.7. Minor Renters. Any Renter who is under eighteen (18) years of age and the parent or legal guardian who executes this Agreement on that Renter's behalf agree that both individuals shall be subject to all the terms and conditions set forth in this Agreement; provided, however, the parent or legal guardian shall not have the privileges of a Renter.

The undersigned states that he/she has read and understands the terms and conditions of this Agreement, agrees to be bound by such terms and conditions and acknowledges that he/she has received a copy of this Agreement.

**RENTER (IF 18 OR OVER):**

**PARENT/LEGAL GUARDIAN OF RENTER (IF UNDER 18):**

\_\_\_\_\_  
**PRINT NAME:**  
**DATE:**

\_\_\_\_\_  
**PRINT NAME:**  
**DATE:**