



426 Second Avenue  
Gallipolis, OH 45631  
740-446-ARTS

## MUSIC TEACHER STUDIO AGREEMENT

Class Name: \_\_\_\_\_

For Student contact - Teacher Phone No.: \_\_\_\_\_

For Student contact - Teacher Email: \_\_\_\_\_

THIS AGREEMENT is between the **Ariel-Ann Carson Dater Performing Arts Centre/The Ohio Valley Symphony** located at **426 Second Avenue, Gallipolis, OH 45631** (hereinafter referred

to as “Ariel”) and \_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as “Teacher”).

WHEREAS, the Ariel is a performing arts venue and WHEREAS, the Teacher desires to secure space for music lessons and use Ariel owned equipment. This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. No modifications of this contract shall be effective unless reduced to writing hereon. The parties have incorporated herein their entire understanding. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. No oral statements or prior written matter extrinsic to this Agreement shall have any force or effect. The Undersigned warrant that no promise or inducement has been offered except as herein set forth; that this agreement is executed without reliance upon any statement or representation by the person or parties release, or their representatives concerning the nature and extent of the damages and/or legal liability therefor. In the event this agreement shall become unlawful, unnecessary, impractical, undesirable or impossible for the Ariel-Ann Carson Dater Performing Arts Centre or The Ohio Valley Symphony to perform, provide or reschedule, then this agreement shall become null and void. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

NOW, THEREFORE, it is agreed as follows:

### **Studio Space, Equipment, and Scheduling**

1. The Ariel will provide Studio space to the Teacher to use for teaching music lessons.
2. Teacher will be provided one (1) key to the Ariel. This key is not to be marked in any way which would indicate the address or location of the venue should key be lost. Teacher will be charged \$25 for a lost or non-returned key. Teachers are to assure door(s) are locked when leaving venue.
3. Teacher will turn on main hall lights when entering the building and turn them down upon leaving. If studio is on 2<sup>nd</sup> or 3<sup>rd</sup> floor, Teacher will turn on stairway light (located on ground floor at foot of stairs), whether stairs will be used or not, so as to keep steps illuminated for those who may use them instead of the elevator. *See Building Instructions page 6.*
4. Teacher will be responsible for turning on “hold” for heating and air conditioning when needed to only the studio space and assuring all doorways where heat/AC could be lost are closed. Teacher will also be responsible for turning off “hold” on heating/AC and opening closed doors before leaving studio space. *See Building Instructions page 6.*
5. It is the Teacher’s responsibility to set up and return to original place, all equipment used during their lessons; this includes but is not limited to chairs, tables, music stands, musical equipment, etc.

6. All studios must be kept clean and free of debris; all trash should be put in the trash cans; Check that no personal belongings have been left behind; the Ariel is not responsible for any personal belongings left on the premise.
7. Hallways are quiet zones. No rehearsing or warming up in hallways. Keep all common areas free of debris and in a neat condition.
8. All pianos will be treated like they are yours; no food, drinks, purses, backpacks, clothing, etc. are to be placed on pianos. Piano covers, where provided, shall be replaced at the end of lesson.
9. A schedule of use will be provided by the Teacher to the Ariel on a regular basis. And a calendar of events will be provided by the Ariel to the Teacher so as to avoid scheduling conflicts. Should a conflict arise, the Ariel will provide alternative space on a different floor of the venue or in the main auditorium whenever possible. Should alternative space not be possible for a given date, the Ariel will give Teacher a minimum two (2) week notice so that Teacher can reschedule class(es) or make other arrangements.
10. Teacher will be provided the following equipment where required for instruction:
  - a) **Piano.** Tuning of piano(s) shall be performed on a schedule as determined by the Ariel. Should Teacher require more frequent tunings, the costs shall be borne by the Teacher.
  - b) **Music Stand(s).** Two (2) music stands shall be provided. Should Teacher need more than two on a regular basis or for special classes, Teacher will alert the Ariel so they may be brought from storage prior to the day of lesson.
  - c) **Chairs.** Two (2) chairs will be provided for the Studio and two (2) chairs for student's companions who may be waiting. Should Teacher need more on a regular basis or for special classes, Teacher will alert the Ariel so they may be brought from storage prior to the day of lesson.
  - d) **Internet Access.** Basic wireless internet access is provided to the Teacher. Should bandwidth intensive applications and/or video streaming be required, a separate agreement shall be executed. Should Student need access, Teacher shall provide Student name to Ariel at least five (5) days prior to need. The Ariel will provide Teacher with agreement(s) to be executed by Student and/or Student's guardian prior to internet use.

## **Payment**

*Note:* The Ariel-Ann Carson Dater Performing Arts Centre is a non-profit 501(c)(3) organization, part of its mission is to provide the physical space and the tools to expand the arts in our community. As such, the Ariel provides studio space for lessons and recitals at a cost that is far below the actual operating costs of the space. The Ariel relies on donations and grants to provide for operating costs such as heating, cooling, and equipment. The Ariel also relies on volunteers to maintain and clean the facility, which in turn benefits the Teacher, Student, and the community.

In consideration of Studio space and equipment, the following payment shall be made to the Ariel:

1. Teacher shall pay to the Ariel ten-percent (10%) of each lesson income from each student music lesson. (Does not include books or other incidentals purchased from Teacher.)
2. Teacher shall submit payment to the Ariel in the form of a check once a month on a regular schedule as mutually agreed.
3. Teacher shall provide with payment, a list of students, student age, lesson date, and lesson fee charged to student. (This information is required for Ariel grant administration.)

## **Terms and Conditions**

1. The Ariel requires all Teachers provide Proof of Commercial Liability Insurance of the type and amount shown below. Teacher must submit to the Ariel office this proof of insurance upon receipt after each renewal:

**Commercial General Liability Insurance:**

Each Occurrence: \$500,000

Damage to rented premises (Each Occurrence): \$300,000

Medical Expenses (Any one person): \$5,000

Personal & Adv Injury: \$500,000

General Aggregate: \$1,000,000

Products-Comp/Op Agg.: \$500,000

Professional Liability: \$500,000

Legal Liability to Participants: \$500,000

2. Teachers are encouraged to obtain insurance for personal property left at the Ariel. The Ariel is not responsible for any personal equipment or personal property left unattended or overnight.
3. Teachers shall indemnify and hold the Ariel harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of Teacher or her/his agents or representatives.
4. This Agreement shall not create a partnership, employer/employee or similar relationship between the Ariel and Teacher. Teacher shall be an independent contractor. Teacher will not be considered an employee of the Ariel.
5. Teachers shall bear any and all costs or expenses incurred by Teacher to perform his obligation under this Agreement, including, but not limited to, liability insurance, vehicle insurance, travel expenses and telephone expenses.
6. Teachers will set their own individual policies, prices and schedule, and will communicate these to families before signing them up. Teacher will provide these policies, prices, and schedules to the Ariel prior to the first lesson and thereafter when changes are made.
7. Teachers will submit to the Ariel a biography, contact information and photograph for public distribution and use in Ariel literature and website. All literature produced by Teacher which uses the name, address, likeness, or logo of the Ariel shall be submitted to the Ariel for approval before distribution. The Ariel shall provide Teacher with graphic support for advertising and marketing of lessons at the Ariel.
8. Teachers are responsible for recruiting and maintaining their own students. The Ariel may help by advertising, as determined by the Ariel, and referring interested students, but is not responsible for making sure teachers have students.
9. This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Ohio. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the City of Gallipolis, Gallia County, State of Ohio.
10. Any notice under this Agreement shall be deemed given on the fifth business day following the mailing of any such notice, postage paid, to the address set forth above.

## **Student Terms and Conditions**

**It is the responsibly of the Teacher and/or their representatives to inform each student and their parents and/or guardians when applicable (hereinafter referred to only as “Student”) of the terms and conditions set forth below. The Ariel shall be held harmless for any injuries that may occur on said premises. The Ariel is not responsible for any personal property that may be left unattended or stored on the premises.**

1. **No food or drinks shall be brought into the building.** Water only is permitted, however no water containers shall be placed on pianos, music stands, display stands or any other equipment. Reusable water containers are encouraged, however if disposable plastic water bottles are used, they must be emptied and placed in the red recycling bin provided on each floor. Exception to this rule will be extended only to infants.
2. **Minor children (under 18) must be accompanied by an adult into the building and into the Studio space and also accompanied out of the Studio space out of the building.**
3. **Upon entrance all Students and any companions must go directly to the appropriate Studio floor and remain on that floor at all times.** Chairs will be provided for companions waiting for Student through lesson. Students are not permitted to explore or wander into other spaces while waiting for lessons to begin nor when lessons are completed.
4. **Children and minors are to be supervised at all times.** Student parents/guardians who bring minor siblings or other children to wait through lesson shall assure that children are properly supervised, remain in the designated area, and observe these terms and conditions at all times.
5. **Hallways are quiet zones.** No rehearsing or warming up in hallways. Keep all common areas free of debris and in a neat condition.
6. **Stage Curtains are not to be touched or brushed against by clothing or skin.** Touching curtains could harm fire retardant properties of the fabric.
7. **All Students must adhere to all Governmental and Fire Regulations.** All stairways are to be kept clear of debris in compliance with Governmental and Fire codes.
8. **Upon leaving the Studio, all trash shall be put into the proper receptacle and check that no personal belongings have been left on the premises.** The Ariel is not responsible for any personal belongings left on premises.

## **Verification of Authority**

All parties hereto represent that they have proper and full authority, approval and consent to execute, represent and enter into this complete and binding agreement. Each party acknowledges that he or she has authority to sign this document for the named business/entity, fully understands the terms hereof, and each acknowledges that he or she is signing this Agreement freely and voluntarily. The parties acknowledge that he/she/they have had sufficient time to consider and conduct an independent review of this agreement with a professional of his/her/their choosing. The Undersigned each attest that he or she is of legal age, legally competent to execute this Release and accept full responsibility herein. This agreement shall be binding upon the heirs, executors, administrators and assigns of the parties hereto. This agreement may be issued in duplicates, and each duplicate may be executed separately by the parties hereto, and taken together shall constitute a complete, enforceable contract. The Parties expressly agree to fully and promptly execute and deliver any and all supplemental documents and to take all necessary and appropriate actions to give full effect to the terms and intent of this agreement.

**Waiver and Indemnification**

The parties acknowledge that they have read the agreement and understand the rights, responsibilities and liabilities related to this agreement. Both parties agree that his/her/their agreement and participation hereto is a final release and discharge of all liability, debts, actions, claims and demands whatsoever, that now exist, or might hereafter accrue against the Ariel-Ann Carson Dater Performing Arts Centre or The Ohio Valley Symphony, personally or in any capacity, and all claims which anyone may have against such parties (which might be charged with responsibilities for damages to or from the participants agreement and participation hereto), real and personal property and/or the consequences flowing therefrom, resulting, or to result, or which might result from this agreement and/or any other related issues which the participant may claim the Ariel-Ann Carson Dater Performing Arts Centre or The Ohio Valley Symphony legally liable in damages, debts, specific performance or any cause of action.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to become effective immediately.

**Ariel-Ann Carson Dater  
Performing Arts Centre**

**Music Teacher**

\_\_\_\_\_  
Lora Lynn Snow, Exec. Dir.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

*Building Instruction attachment on next page.*

## **Attachment: Ariel Opera House Building Instructions**

### 1. Building Entry & Door:

- If lesson studio is on the ground floor, unlock north entrance door using the key which hangs on the upper left hook.
- If lesson studio is on 2<sup>nd</sup> or 3<sup>rd</sup> floor, **the main entry door is to remain locked and Teacher is to meet Student at main door** to escort Student and companions to studio. This is for the safety of the teacher and students so unauthorized persons do not enter the building.
- The entry door is not to be left unmonitored while it is unlocked so as to prevent unauthorized individuals entering the building.

### 2. Lights:

- Turn on entry hall lights. Switches are located at the top of the hall on the left. (Note the dimmed position lights will be set to upon exit.) Slide switches all the way up.
- Turn on stairs light, if studio is on 2<sup>nd</sup> or 3<sup>rd</sup> floor. Switch is located inside double doors leading to steps, on the right side. This is the only switch that operates the stair lights.
- Turn on elevator landing lights, if studio is on 2<sup>nd</sup> or 3<sup>rd</sup> floor. Light dimmer knob is located to the left of the theater doors. Turn switch to on position by pushing in and sliding up. Landing lights on the 2<sup>nd</sup> and 3<sup>rd</sup> floors are motion activated.

### 3. HVAC: Note that temperature is controlled by default schedule. During heating season the default setting is 62°F, and during cooling season default is 87°F. When changing temperature using the arrows on the right side of the thermostat screen, it will change to the chosen temperature and “hold” that change until the time indicated on the screen. This prevents the HVAC from being left on for longer than necessary, creating a great savings in energy costs. If the lesson schedule is such that the “hold” ends before classes are completed, please adjust the temperature again using the arrows. **At the end of lessons, please cancel all holds by pressing the “Cancel Hold” screen button on the thermostat.**

- Main Floor Office Studio: Thermostat is located inside of the ticket office to the right of the ‘ticketing’ window.
- 2<sup>nd</sup> Floor Ballroom: Thermostat is located on the wall to the left of the piano. To maintain temperature (and save on utility expenses), close all Ballroom doors.
- 2<sup>nd</sup> Floor Banquet Hall: Located on the wall beside the door. To maintain temperature (and save on utility expenses) close all Banquet Hall doors.
- 3<sup>rd</sup> Floor Board Room: Located beside door in Board Room. To maintain temperature (and save on utility expenses) close all Board Room doors.
- 3<sup>rd</sup> Floor Chamber Theatre: 2 thermostats located on entry door wall. Please close all doors leading into the Chamber Theatre.

## **Exit Checklist**

- Cancel holds on all thermostats.
- Open all doors.
- Turn off/dim lights.
- Lock door.