



## USAGE AGREEMENT

This **Usage agreement** incorporates and is made pursuant to the Annex Room Studio Terms and Conditions/Code of Conduct, which are available under the 'Services' section of the company website (<https://www.annexroomstudio.com>). This Usage Agreement, which shall be deemed a "Specific Contract Document" as such term is defined in **Section 1.5** of the Agreement, is made and entered into as of: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY) ("**Effective Date**") by and between Mercy Productions, LLC (dba. Annex Room Studio, Inc.), a Washington Corporation ("**Annex Room**" or "**Service Provider**") and \_\_\_\_\_ ("**Artist(s)**" or "**Performer(s)**").

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, Annex Room and the Artist(s)/Performer(s) hereby agree as follows:

### 1.0 ADMINISTRATIVE DATA

1.1 Name of project ("**Project**"): \_\_\_\_\_

1.2 Purpose of this Agreement: To outline the scope of use, times, availability, and applicable products, fees and taxes to be provided/collected

1.3 Event Dates: \_\_\_\_\_

1.4 Event Times: \_\_\_\_\_

1.5 Recurrence: Unless specifically outlined as defined in section 1.5.1, this project is strictly limited to the dates and times defined in sections 1.3 and 1.4 of this agreement and any future events related to this project would require an additional Usage Agreement.

1.5.1 Recurring Access: It is agreed that \_\_\_\_\_ shall be able to use Annex Room Studio every \_\_\_\_\_ at \_\_\_\_\_ AM/PM for \_\_\_\_\_ hours for the agreed-upon schedule.

### 2.0 SERVICES:

2.1 Service Provider shall perform the following:

2.1.1 Provide access to the facility's live room and isolation room for the date(s) and time(s) specified in section 1.3 and 1.4 of this agreement;

2.1.2 Access for up to thirty (30) minutes prior to the start of the event time(s) for equipment load-in by the Artist(s)/Performer(s);

2.1.3 Audio recording (\_\_\_) is / (\_\_\_) is not being provided as part of this agreement;

2.1.4 Video recording (\_\_\_) is / (\_\_\_) is not being provided as part of this agreement;

2.1.5 Live streaming (\_\_\_) is / (\_\_\_) is not being provided as part of this agreement.

### **3.0 ARTIST/PERFORMER RESPONSIBILITIES**

#### **3.1** The Artist/Performer is responsible for:

- 3.1.1** Coordinating arrival and departure of all participants to maintain event times.
- 3.1.2** Ensuring that all Artist(s)/Performer(s) abide by the Code of Conduct as described on [www.annexroomstudio.com](http://www.annexroomstudio.com) at all times during the event times.
- 3.1.3** Ensure that all Artist(s)/Performers(s) adhere to the strict no-smoking policy as outlined.
- 3.1.4** Providing deposits/rental fees in accordance with section 4.1 and its subsections.
- 3.1.5** Ensuring that any/all backline and rental equipment and materials are returned in the condition they were originally provided. Failure to do so may result in appropriate restoration/repair/cleaning fees as outlined under section 4.4

**3.2 Strict No-Smoking Policy:** All areas inside the building and on the property are strictly non-smoking and cigarette, cigar, marijuana, or any other inhaled substance must be consumed off-property. This is not negotiable. Any Artist/Performer failing to adhere to this section will be subject to the smoking fees outlined in section 4.6 below, in addition to any cleaning fees, and risk not being eligible for future use of the facility.

**3.3 COVID-19 Safety:** Artists/Performers must observe the following guidelines:

- 3.3.1** Mask use in accordance with Federal, State and Local Health Authority guidelines when interacting with staff. Masks are highly recommended throughout your event(s). If you are within your own social bubble and feel comfortable not using masks during your event time, our staff will remain in the control room while you are not masked and will wait 5 minutes post-mask application before assisting.
- 3.3.2** All Artists/Performers will be subjected to a temperature check (via infrared thermometer) upon entering Annex Room Studio. Anyone registering an elevated body temperature will be restricted from entry.
- 3.3.3** All Artists/Performers must wash hands in the entry room sink after passing the body temperature screening prior to entering the performance rooms.



#### 4.0 **SERVICE FEE SCHEDULE**

4.1 Services shall be contracted according to the fee schedule as outlined in table 4.1 below

<b>DELIVERABLE</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Recurring Rate</b>
Rehearsal Space Use	\$55.00/hr.*	\$350.00*	\$250.00/month for 1 weekly 6 hr. slot \$500.00/month for 2 weekly 6 hr. slots
Rehearsal Space Use w/ Audio Recording	\$65.00/hr.*	\$450.00*	Added as hourly rate for sessions recorded*
Rehearsal Space Use w/ Audio & Video Recording	\$80.00/hr.*	\$500.00*	Added as hourly rate for sessions recorded*
Livestreaming (w/ Livestream Capture)	N/A	\$300.00 for 6-hour slot	N/A
*-indicates state and local Sales Tax Rate of 10.325% will be added to service - Hourly rates require a 3-hour minimum booking - All amounts listed are for USD (no exchange rate offered) - Daily rates cover 10am to 10pm on the event day(s), with 30 min. pre- and post-for load in/out			

4.2 **Invoices:** Any and all fees collected by the Annex Room for services shall be accompanied by an invoice showing the services provided, charges and taxes for each. A copy will be provided to the designated Artist/Performer recipient and will also be retained for a period of seven (7) years by Annex Room Studio.

4.3 **Remittance:** Payment of fees by Artist(s)/Performer(s) will be through Square in the case of credit/debit cards, Venmo or PayPal transfer, or by check made out to 'Mercy Productions, LLC'. **NO CASH WILL BE ACCEPTED FOR SERVICES AT ANY TIME.**

4.4 **Deposits:** At the time of booking, 1/2 the anticipated invoice amount will be required to complete a reservation, using the remittance guidelines in section 4.3 above. This deposit is fully refundable up until 24 hours ahead of the scheduled event time, at which point it is no longer refundable. No exceptions will be made.

4.5 **Damages:** Any costs incurred by Annex Room Studio due to an Artist/Performer failing to adhere to the guidelines set forth in the Code of Conduct or in section 3.1 above, shall be charged to the Artist/Performer at the rate of actual cost, including repairs or replacement of equipment, cleaning (beyond COVID-safety protocols), construction and any related cost of labor, time and materials reasonably attributed to the damage caused by the Artist/Performer.

4.6 **Smoking:** In addition to the above damages section, Annex Room will assess an additional \$400.00 USD fee on any Artist/Performer that fails to observe our non-smoking policy as outlined in section 3.2 above.



## **5.0 CONFLICT**

**5.1** In the event of any conflict between the terms of this Agreement and the Annex Room Studios Terms and Conditions, the terms set forth in this Agreement shall control.

**5.2** Both Annex Room and any Artist(s)/Performer(s), in order to avoid any Litigation by either party against the other, to enter into mutual arbitration through an independent mediator

**5.2.1.** Mediation services will be sought from: Dispute Resolution Center of King County, 4949 Sunnyside Ave N, Suite 520, Seattle, WA 98103. url: [www.kcdrc.org](http://www.kcdrc.org) Phone: (206) 443-9603

**5.2.2.** Any costs of mediation will be shared equally between Annex Room Studio and the Artist(s)/Performer(s)

**5.2.3.** Judgement of the arbitration award may be entered into any court that has jurisdiction over the disputed matter. Costs of arbitration, including any counsel or legal fees, will be allocated by the arbitrator.

**5.3.3.** Annex Room need not participate in mediation or arbitration of a dispute unless the Artist(s)/Performer(s) has/have paid the fees called for by this lease, or has placed any unpaid fees in escrow with the agreed upon mediator or arbitrator.

**- SIGNATURE LINE FOLLOWS ON NEXT PAGE -**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**ANNEX ROOM STUDIOS**

**ARTIST:**

---

Signature

---

Signature

---

Printed Name

---

Printed Name

---

Title

---

Title/Role