Membership Contract

I. General Member Infor	mation					
Name:		Phone: ()				
Date of Birth:		Email:				
Address:		Emergency Contact Name:				
City / State:	/	Emergency Contact Phone:				
Zip:		_ Photo Identification 🗌				
II. Contract Terms						
MEMBERSHIP RATES (circle one)						
		51111 BOURLE				

	<u>HALF</u>	FULL	DOUBLE	HALF PRIVATE	FULL PRIVATE
Month-to-month / 6-month	\$200 / \$175	\$300 / \$275	\$525 / \$500	\$250 / \$225	varies
		ADDITIONAL ARTISTS (\$50 EACH): \$			
		TOTAL MONTHLY MEMBERSHIP AMOUNT: \$			
		TOTAL DUE UPON ENTRANCE (First and Last Month Dues): \$			
START DATE://	·	DESIGNATED	STUDIO (Location	/ Number):	/

- 1. APPLICATION. I apply for membership to Radiant Hall Studios headquartered at 4514 Plummer Street, Pittsburgh, Pennsylvania 15201. I represent and warrant that I am 21 years of age or older and all facts and information set forth above and/or in the Membership Application dated this date are true, correct and complete. The Application is incorporated by reference and made a part of this Contract.
- 2. PAYMENT. First and last month membership dues (Total Due Upon Entrance amount above) must be paid in full prior to use of any Radiant Hall facilities. I agree to pay my monthly amount, or an increased amount for any service fees related to online payments, each month thereafter through online payment, cash, or check delivered to Radiant Hall by the 1st of the month.
- 3. TERM. Memberships are either month-to-month or 6-month terms and self-renew.
- 4. CANCELLATION. I may cancel this month-to-month Contract by submitting written notice of termination 30 days prior to the effective cancellation date. I may cancel this **6-month Contract** by submitting written notice of termination **60 days prior** to the effective cancellation date. Radiant Hall will give three (3) months notice if an artist needs to leave their studio for any reason. This provision is not applicable if an artist fails to follow all Radiant Hall membership rules or fails to pay the monthly membership fee.
- 5. FEE GUARANTEE. Membership fees may be modified from time-to-time by Radiant Hall Studios. However, no membership fee change will be applicable to me during the initial term of this Contract (but will be effective for any renewal periods).
- 6. DEFAULT/REMEDIES. Any monthly payment, which is received more than five (5) days after the due date shall be subject to a late charge of \$25.00 for the added administrative costs associated with same. Any payment that remains unpaid for fifteen (15) days shall entitle Radiant Hall Studios to terminate the membership, to suspend some or all membership privileges, and/or to take other actions permitted by law or in equity. In the event that a member terminates their 6-month agreement prior to term, the member forfeits their last month's rent. Member agrees to pay reasonable attorney fees, legal expenses, and other lawful collection costs and expenses of collection incurred after a material breach of this Contract. A \$5.00 replacement fee will be charged for lost keys (per key). A \$25.00 replacement fee will be charged for lost electronic fobs.
- 7. MEMBERSHIP PRIVILEGES. I will be admitted to member activities such as a designated studio, communal work areas, shared conference room, kitchenette, and other designated facilities at no additional charge, as same may be available from time-to-time. Cleaning supplies shall also be made available to me for use in the studio at no additional

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- charge. Membership does not cover lessons, classes, individual or group training sessions, special programs, or rentals, some or all of which may be made available from time-to-time for additional charges. Not all programs, benefits, facilities, equipment, etc. will be available at all times. Memberships are not assignable or transferable and any attempted transfer or assignment shall be null and void.
- 8. MEMBER'S RESPONSIBILITY. All use of Radiant Hall facilities shall be undertaken at my sole risk, and Radiant Hall Studios and/or its Directors shall not be liable for any harm, injuries or damage to me or my property, or be subject to any claim, demand, liability or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of Radiant Hall Studios and/or its Directors, its successors or assigns, as well as its officers and agents, for all such claims, demands, liabilities, damages, actions or causes of actions. It is specifically agreed that Radiant Hall Studios and/or its Directors shall not be responsible or liable for articles lost, damaged or stolen in, about or in connection with the studio nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to Radiant Hall Studios and/or its Directors, or the studio or its contents, or property or the property of any member by another member is the sole responsibility of the offending member. The foregoing notwithstanding, neither Radiant Hall Studios nor its Directors shall be relieved by this Paragraph 8 from liability for its own gross negligence and/or willful misconduct.
- 9. RULES AND REGULATIONS. I acknowledge that Radiant Hall operates under rules and regulations (including, but not limited to, those set forth in the Radiant Hall Code of Conduct) established for the safety, comfort and protection of members or other patrons and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by Radiant Hall Studios. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of Radiant Hall Studios, and I accept such reasonable changes as a condition of membership.

10.GENERAL PROVISIONS.

- i. I acknowledge I have inspected the designated studio and same is in full operation. No promises, representations or warranties have been made to me by Radiant Hall Studios or otherwise about the studio.
- ii. I acknowledge that I have read and understand the Radiant Hall Code of Conduct. I understand that **failure to comply with the Code of Conduct and any other rules and regulations may result in termination of membership,** without a refund of any pre-paid membership fees.
- iii. I acknowledge that it has been explained to me that this is a legally binding and enforceable contract and that I have agreed to maintain my membership for the period of time specified.
- iv. This Contract sets forth the entire agreement between me and Radiant Hall Studios regarding my membership and any and all prior discussions, agreements, understandings or correspondence are hereby made null and void.
- v. This Contract may be amended, modified or rescinded, or any rights hereunder waived, only by written agreement signed by me and Radiant Hall Studios.
- vi. If any term or provision of this Contract is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this Contract shall remain in full force and effect to the fullest extent permitted by law.

We hereby agree to all terms of this Contract, intending to be legally bound hereby, and each of us has received a complete executed copy of this Contract.

Accepted by Radiant Hall Studios

Date

Date

Studio Director Signature

Print Name

Print Name

OFFICE USE ONLY

Amount Received \$_____ Date Received _____ Check/Invoice Number _____