



# Fifth Chord Studios

Date: \_\_\_\_\_

Move in Date: \_\_\_\_\_

## Fifth Chord Studios

**B01 – 625 Fifth Avenue, New Westminister, BC, V3M 1X4**

1) Said occupant(s) \_\_\_\_\_ agrees to pay \$ \_\_\_\_\_ per month for said studio # \_\_\_\_\_ on the first (1<sup>st</sup>) day of each month, with a grace period of five (5) days; to be paid by the fifth (5<sup>th</sup>) of each month. As of the sixth (6<sup>th</sup>) day of the month, a \$20. late charge will be added to the monthly rent. A \$5. charge will also be added for everyday of delinquent rent past the sixth (6<sup>th</sup>) day of the month. If monthly fee plus all late fees due have not been paid by the fifteenth (15<sup>th</sup>) of any given month, TK Productions has the right to terminate said service contract and/or enter said studio and legally confiscate all property within said studio and place into storage until all monies owed have been paid in full, including a \$75. moving fee. A \$35. per day fee will also be charged for storage of said property. If all monies owed have not been paid in full within a thirty (30) day period of the date of legal confiscation, TK Productions has the right to sell or discard of said property.

2) **Rent Payments:** Said studio must be paid for by e-transfer, cheque, cash or money order. Put your Studio # on the check to insure credit to your room. There is a \$35. fee for all returned checks. If said check bounces expect to pay all bank and late fees that have acquired during that period of time, via money order or cashier's check only. Drop monthly payments into your designated drop slot or send via regular mail. Do not send monthly payments via Certified Mail, it will only be returned to you. **Mailing address: B01 – 625 Fifth Ave, New Westminister, BC, V3M 1X4.**

3) **Fifth Chord Studios Reserves the Right to Terminate Service Contract at Anytime Without Notice:** This agreement is a service contract, not a commercial lease. All provisions of said contract must be adhered to. If occupant is notified to vacate due to a breach of contract, said occupant's security deposit and any prorated rent will not be refunded.

4) **Communication and Respect:** At all times Fifth Chord Studios must have your current phone number and Email address on file. Inform your manager of any change to either immediately. If you are contacted by a representative of Fifth Chord Studios, you must respond immediately. Lack of communication will not be tolerated. If management communications are



ignored, management will be forced take action regarding any given situation without your input. **Disrespect towards management of any kind will result in the immediate notification to vacate.**

**5) Living on Premises is STRICTLY PROHIBITED.** This includes sleeping in a vehicle and occupying said studio during awake hours. It is a violation of law to live within or on a commercial property. Do not store bedding materials within said studio; this includes mattresses, oversized couches, blankets, sheets and pillows of any kind. The storage of clothing, food, cooking apparatus and any personal hygiene items are also strictly prohibited. Fifth Chord Studios has the right to discard of all for mentioned items at any time without notice within said practice space. If any persons are caught sleeping within said studio, this service contract shall be immediately terminated without return of prorated rent and/or security deposit. **Fifth Chord Studios reserves the right to enter & inspect said studio at any time without prior notice.** Occupant is not permitted to bar and/or block entry into or halt inspection of said studio at anytime. Do not have mail sent to the studio address. Said studio must be used for music rehearsal only. **NO LIVE INS, NO PETS, NO PARTIES.** This is a rehearsal studio, not a living space, not a club. Keep the atmosphere PRO & CLEAN.

**6) Personal Hygiene:** In consideration of others, it is expected that one will keep oneself clean at all times. The taking of showers and the wearing of clean odor free clothing is expected from all whom enter the studio premises.

**7) No Smoking or Vaping Inside Premises:** The smoking or vaping of any substance within the studio premises and on the property of the building is strictly prohibited.

**8) Fire Code:** When leaving your studio, be sure to turn off ALL lights, equipment, computers, heaters, dehumidifiers, power strips, etc. Do not overload power strips or place near loose flammable materials. Do not block hallways with your property, including bicycles, cases, equipment, etc. The following items are prohibited within said studio: candles, incense, flammable fluids, large butane or propane lighters, matches, etc. Fifth Chord Studios has the right to discard of all for mentioned items at any time without notice within said practice space

**9) Weapons Strictly Prohibited:** In order to maintain a safe and professional studio atmosphere, weapons of any kind are prohibited on the premises. This includes fire arms, gun clips, ammunition, explosives, knives, swords, throwing stars, brass knuckles, baseball bats, etc. Fifth Chord Studios has the right to discard of all for mentioned items at any time without notice within said practice space and/or **inform law enforcement of such illegal storage.**



**10) Illegal Activity:** It is strictly prohibited to store, sell, grow or manufacture controlled substances on the premises. The following items are also strictly prohibited: Safes, cabinets or boxes that include a locking mechanism, scales, pill bottles, baggies, vacuum sealing machines, grow lamps, etc. Fifth Chord Studios has the right to discard of all for mentioned items at any time without notice within said practice space and/or **inform law enforcement of such illegal activity.**

**11) Keep Your Studio Clean:** To avoid attracting rodents and insects, keep your room free of leftover/open food items, miscellaneous trash, etc. Keep your practice space neat and free of clutter to avoid creating places for unwanted pests to hide and nest. Be sure your trash can is lined with a plastic bag, covered and emptied often.

**12) Do Not Damage Your Studio:** Absolutely no writing, painting or stickers on surfaces inside or outside your studio. If your door needs repainted due to the last sentence, you will be charged with the repair. In order to avoid damage to the walls, door and ceiling of the inside of said studio, do not attach sound tiles, posters, stickers, hooks, bulletin boards, etc with strong adhesives or create holes. Painting or renovating the inside of said studio by a professional contractor may be acceptable if written permission is given by Fifth Chord Studios.

**13) Respect Common Areas:** Clean up after yourself when using restrooms. Do not litter the hallways and parking lots with cigarette butts or trash. Do not leave your property in the hallways. If something is spilled or dropped, clean it up. Throw all larger trash in the outside dumpster. Do not graffiti or sticker inside/outside the premises. No loitering in the hallways or parking lots. Please respect the studio and all tenants within. **Shirt and shoes must be worn within the common areas at all times.**

**14) Always Keep Exterior Doors (Outside Doors) Closed, Latched and Locked at ALL Times:** If your band/crew members do not have keys, provide them with keys. If you are waiting to meet someone, make arrangements to meet outside. **DO NOT** prop the outside door open & go back into your studio. If you notice an outside door is open and unattended, close it. The security of everyone's equipment & safety relies on this premise.

**15) Sub-Contracting of Said Studio is Strictly Prohibited:** Said studio may not be sub-contracted on an hourly, daily, weekly, monthly or yearly basis. It may be possible to share the space with another party on a monthly basis **only** if said person(s) are properly vetted and approved by management. Fifth Chord Studios reserves the right to prohibit any unauthorized persons from entering the premises.



**16) Guests are the Full Responsibility of the Service Contract Holder(s):** Do not bring a negative outside element into the studio premises. The service contract holder is responsible for the actions of any/all persons invited into our rehearsal facilities by said occupant. It is the responsibility of the occupant to inform and explain **ALL** the rules and regulations within this contract to guests. Any damage caused by the service contract holder and/or company of the service contract holder to the building, is the sole financial responsibility of the service contract holder. Fifth Chord Studios is not liable for any and all activities within said studio.

**17) Parking:** There is no free parking available on the property. Please abide by all signs that may be posted to avoid having your vehicle removed. Conducting vehicle repairs in our parking areas is prohibited. Do not leave food trash in parking areas after eating in your vehicle. Alcoholic beverages and/or sleeping in the parking areas is also strictly prohibited.

**18) Noise Bleed:** The door of your studio must remain closed at all times while playing music within said practice space. Our individual studios are **not** completely sound proofed. Do not bother, complain or leave written notes to other studio tenants about their music being too loud. It is the right of all of our studio tenants to express their music as loud as they desire at anytime. That being said, please be respectful of other studio members.

**19) Changing of Studio Locks:** If you need your room locks changed for whatever reason, contact us & we will change the locks for you. This service will cost you \$50. Do not put your own locks on under any circumstances. If we need to remove **your** unauthorized locks, you will be charged for the locksmith service plus the additional \$50. service charge. If you need a replacement key for an existing lock, this service will also cost you \$50.

**20) Maintenance Issues:** Contact Fifth Chord Studios or the Building Manager for any maintenance issues.

**22) Unforeseen Damage:** In case of fire, flood, rain, earthquake, or any unforeseen “Act of God” that may cause damage to your property (this includes broken plumbing, over flowing toilets, a leaking roof, power outage, etc.), Fifth Chord Studios is in no way liable regardless the circumstances. We do not carry insurance for your equipment/property. If this is a concern of yours, we suggest you buy your own insurance to cover your gear/property in case of unforeseen damage caused under the above circumstances.

**23) Theft:** In case your room is broken into and your property is stolen, Fifth Chord Studios is in no way liable regardless the circumstances. We do not carry insurance for your



equipment/property. If this is a concern of yours, we suggest you buy your own insurance to cover your gear/property in the event of theft.

**24) Holding Deposit:** Under the following circumstances your security deposit becomes non-refundable: If you paid a security deposit in order to hold and move into one of our practice spaces then later decide not to move in, **you agree that your full security deposit will not be returned.** The moment you inform us that you have “changed your mind” the security deposit paid has now become a holding deposit lost. If a service contract and/or addendum were signed, you agree to abide by the full terms of said agreements.

**25) Proper Notice to Vacate:** This service contract is a month-to-month agreement unless a separate addendum to stay for a longer period of time was signed. In order to properly vacate from said studio, tenant must submit a thirty (30) day written notice to vacate complete with the service contract holder’s signature **and send a phone text confirmation of said notice to your location manager within the first five days of any given month.** ((Any note written on a check or money order **is not** an acceptable form of proper written notice to vacate). If notice and/or text confirmation was given after the fifth (5th) of the month, tenant must wait until the following month to give proper notice: **NO EXCEPTIONS.** This service contract agreement runs from the first through the last day of the month, ending only on the last day of the final month. If proper notice is not given, said occupant will be held financially responsible for any money lost by Fifth Chord Studios during that period of time, within said studio. If a separate longer service contract term agreement was signed, be sure the full obligation of that agreement was met. **DO NOT SEND YOUR NOTICE TO VACATE VIA CERTIFIED MAIL.** Drop your notice in the designated drop slot or send via regular mail to the address listed above. **WARNING: If tenant does not complete the service contract term and/or make good on any money owed, the debt will be reported to all current credit rating agencies.**

**26) Security Deposit Deductions:** Any damages to said studio and/or cleaning fees will be deducted from your security deposit. Be sure to remove all furniture, equipment, fixtures and miscellaneous items from said studio. Do not leave your unwanted trash on studio grounds or on our neighbor’s property. You will be charged \$75. for the removal of each large item left behind. Any past late fees owed during the **full term of your service contract** will also be deducted from your security deposit. If all your keys are not returned **by 11:59 pm on the final day of your service contract,** you will be charged a \$50. key replacement fee.

**27) Return of Security Deposit:** Your security deposit cannot be used toward your last month’s payment under any circumstance. If you are unable to pay your last month’s payment in full, you



agree to vacate said studio before the unpaid month begins and forfeit your full security deposit. Provided all the following items have been handled properly: Proper notice to vacate was given, all monies owed have been paid in full, there is no damage to said studio, the room has been properly cleaned, you have moved out by the last day of your last month, and all keys have been returned in the designated drop slot on time along with your name, mailing address, phone number and Email address, your full security deposit will be returned to you within a thirty (30) day period.