

Fort Collins Public Media Studio Terms and Conditions

This terms and conditions agreement (the Agreement) is entered into between Fort Collins Public Media (hereinafter FCPM) and _____, (hereinafter the User).

The Agreement is effective starting on _____ (date).

1. ALL PRODUCER LEVEL MEMBERS MAY USE FCPM’S STUDIO SPACE AND LIGHTS FREE OF CHARGE ON THE FOLLOWING CONDITIONS:

- a. Content produced using the studio space must be provided to FCPM in a timely manner.
 - i. Content produced and submitted by members may be used for FCPM’s website, television channel, streaming services, and social media platforms.
 - ii. Content produced and submitted by members must adhere to FCC regulations for Public Access Networks.
 - iii. If the User does not provide content in a timely manner, FCPM reserves the right to suspend and/or terminate the User’s membership without refund of membership fees.
- b. Producer Level Members are NOT allowed to adjust, rearrange, rewire, and/or remove the studio ceiling lights from their positions unless granted special permission by FCPM and have signed a waiver releasing FCPM of any liability.
 - i. FCPM will provide all willing members training on how to operate the studio light console.
 - ii. If the User requires these lights to be adjusted or moved, FCPM will provide a list of light technicians certified by FCPM. Technicians may charge additional fees for their services.
 - iii. **VIOLATION OF THE ABOVE TERMS WILL BE GROUNDS FOR IMMEDIATE TERMINATION OF MEMBERSHIP WITHOUT REFUND OF FEES.**
- c. Producer Level Members must respect the studio and leave it in good condition. This includes:
 - i. Arriving and leaving at the agreed upon times.
 - ii. Not misusing or damaging the equipment
 - iii. Not bringing any food or beverages into FCPM premises (Main/Podcast Studios and Editing Bay). Water in a closed container is allowed.
 - iv. Not leaving behind excess trash or mess.
- d. Violation of any of the above terms may result in suspension and/or termination of FCPM membership without refund of fees.

2. NON-MEMBERS WILL PAY ALL RELEVANT RENTAL FEES TO USE FCPM’S STUDIO SPACE AND LIGHTS. CREATOR LEVEL MEMBERS WILL PAY 50% OF RELEVANT RENTAL FEES

a.

	Studio Space without Lights	Studio Space with Lights ¹	Studio Space with Lights and any available equipment ²
Hourly Rate	\$80.00	\$125.00	\$154.00
4 Hour Rate	\$256.00	\$400.00	\$480.00
8 Hour Rate	\$400.00	\$720.00	\$800.00

- b. Payments are due before use of the Studio.
- c. In addition to the rental fee, FCPM will charge a security deposit equal to 50% of the total rental fee.
 - i. Security Deposit will be entirely refunded to the User under the following conditions:

¹ FCPM will provide a light tech to operate the lightboard and focus lights.

² FCPM will provide a light tech to operate the lightboard and focus lights. User is responsible for recruiting/hiring their own video and audio crew.

- 1. User arrives and leaves at the agreed upon times. Arriving early and/or staying late will be a violation.
 - a. Agreed upon rental time includes set up and tear down.
 - 2. User does not misuse or damage the space or equipment.
 - 3. User does not bring any food or beverages onto FCPM premises (Main/Podcast Studios and Editing Bays). Water in a closed container is permitted.
 - 4. User will pack out trash and clean up any messes. Hos will provide instructions for disposing of trash and/or recycling.
 - 5. User will not adjust, rearrange, rewire, and/or remove the studio lights from their positions unless granted special permission by the FCPM Board of Directors.
 - a. If the User requires the lights to be adjusted or moved, FCPM will provide a list of light technicians certified by FCPM. Technicians may charge additional fees for their services.
 - b. **A CREATOR LEVEL MEMBER VIOLATING THE ABOVE TERMS MAY HAVE THEIR MEMBERSHIP TERMINATED WITHOUT REFUND OF FEES.**
 - 6. User agrees to be in the building only when a board member host is present and to follow the host’s instructions. User agrees to stay on the lower level of the Carnegie Center when the Center is closed. User agrees to not park in the CC parking lot except for loading and unloading of equipment.
 - 7. If User must cancel their studio rental, FCPM requires 48 hours notice. Failure to provide 48 hours notice will result in the forfeiture of the User’s Security Deposit.
 - 8. **IF ANY OF THE ABOVE TERMS ARE VIOLATED, FCPM RESERVES THE RIGHT TO RETAIN ALL OF THE USER’S SECURITY DEPOSIT.**
- d. Discounted rates may be offered to students and nonprofits if proper documentation is provided.
- i. Students must provide a current student ID.
 - ii. Nonprofits must present a current 501(c)(3) certificate.

This Agreement shall terminate on _____(Date)

IN WITNESS WHEREOF, USER AND FCPM HAVE EXECUTED THIS AGREEMENT

User (print name): _____

Signature: _____

Date: _____

Fort Collins Public Media

Name and Title: _____

Signature: _____

Date: _____

