



## MESA BUSINESS BUILDER @ THE STUDIOS (“Studios”) 59 E 1<sup>st</sup> St, 2<sup>nd</sup> and Lower Level, 480-644-6784 USE GUIDELINES

- Mesa Business Builder at The Studios is managed by the City of Mesa Office of Economic Development.
- All users must follow applicable policies and all laws while in the Studios.
- Any exceptions to these use guidelines must be submitted to [MBBTheStudios@mesaaz.gov](mailto:MBBTheStudios@mesaaz.gov) for review and approval.
- Spaces and equipment are available for online reservation 8 a.m. - 5 p.m. Mondays, Tuesdays, and Thursdays, and 10 a.m. - 5 p.m. Wednesdays.
- To reserve and use MBB @ The Studios space and equipment, reservation holder must sign a waiver upon check-in. Reservation holder’s driver’s license is required on-site at check-in.
- Reservations are prioritized for small and medium sized businesses, startups, entrepreneurs, and partners supporting City small business and workforce initiatives.
- Spaces and equipment can be reserved online by user up to 4 days in advance.
- Reservations in the Forum Multipurpose Room are limited to 1 per month. Reservations for all other spaces are limited to 4 per month, unless stated otherwise in these guidelines. The maximum time limit is 3 hours per space by the same group or individual. Reservations in the Podcast Studio are limited to 1 per day by the same group or individual.
- All reservations must be approved and confirmed by Studios staff in writing. Staff will send a confirmation email or reach out by email or phone for additional information within 96 hours of the reservation being submitted.
- Permission by the Studios to use its facilities does not constitute an endorsement by on-site staff, the Office of Economic Development, or the City of Mesa of a group/individual or their activities.
- Reservations will be available for the exact time for which the space or equipment has been reserved, including setup and cleanup time. Spaces must be vacated by designated reservation end time.
- Reservation holder and attendees must arrive on time for reservations and remain on-site for the duration of the reservation. Early arrivals may not be accommodated. Spaces and equipment will be available for the exact timeframe in which the room has been reserved. Arrival beyond 15 minutes of reservation start time may result in cancellation of the reservation.
- Online cancellations must be submitted 48 hours prior to reservation start time. If unable to do so within that timeframe, email [MBBTheStudios@mesaaz.gov](mailto:MBBTheStudios@mesaaz.gov) as soon as possible. Two or more no-shows may impact future ability to reserve space at The Studios.
- In publicizing a meeting to be held at the Studios, the sponsoring group must be clearly identified. Groups must not imply MBB @ The Studios or City sponsorship of their program or organization in their publicity.
- MBB @ The Studios is not responsible for equipment or materials owned by an external group and used in MBB @ The Studios. No overnight storage space is available.
- MBB @ The Studios does not supply meeting or food supplies. This includes, but is not limited to tape, pens, scissors, sticky notes, printed materials, silverware, napkins, bottled water, etc.
- Noise or activity generated by the event may not interfere with others using the Studios.

- Reservation holder is responsible for setting up and leaving the room in the arrangement and condition in which it was found, including disposal of any waste materials in appropriate receptacles, unless otherwise advised.
- Youth groups must have an adult sponsor present. Reservation holder must be 18 years of age to reserve space or equipment and must be on-site for the duration of the event. To ensure comfort and safety of all users and guests in the professional Studios workspaces, children under age 5 are not permitted.
- A responsible adult (age 18 or older) must supervise any child under 10 years of age while the child is in any section of MBB @ The Studios. Staff are not responsible for the supervision of users at the Studios unless specified.
- Eating is allowed in designated areas only. Food is not allowed in the Podcast Studio, Computer Lab, or while using video cameras or headsets. All beverages must be in a container with a lid.
- Smoking or other uses of tobacco or tobacco products, including electronic cigarettes, is not allowed.
- No animals, except service animals, are allowed in the Studios. A service animal is a dog or miniature horse trained to do work or perform tasks for a person with a disability.
- The possession or use of alcohol or illegal drugs is prohibited. Being under the influence of alcohol or illegal drugs while in the Studios facility is also not permitted.
- Weapons are prohibited in the Studios, except firearms by law enforcement officers. Weapons include: (1) deadly weapons (anything designed for lethal use, including a firearm); (2) impact weapons (examples: batons, clubs, and baseball bats); and (3) knives with blades longer than three inches.
- Behavior which can be expected to disturb Studios users or staff is not tolerated. Examples of such prohibited behavior include, but are not limited to:
 

Disorderly conduct; verbal or physical fighting; loud or abusive language or noise; use of electronic equipment in a manner which disturbs other users; sleeping in the facility; lack of shoes or shirt on-person; abuse or vandalism of, including placing of feet or shoes on furniture; personal hygiene so offensive as to constitute a nuisance to other persons; sexual misconduct or activity, including inappropriate or excessive public displays of affection; loitering or bathing in restrooms; harassment, intimidation, threats, or assault by word or act
- Studios staff are authorized to ask users to leave the facility for any violation of these guidelines. Police and/or security may be called if the actions of a user are illegal or if a user refuses to leave the facility after being asked to do so. Violations may result in the suspension of facility privileges for up to one year.
- The Studios reserves the right to revoke permission to use meeting rooms at the discretion of the Office of Economic Director if users violate any part of the guidelines or any reasonable request of the Studios staff.
- When a violation is severe or repeated, or a user is suspended more than twice for a violation of these guidelines, permanent expulsion from the Studios may result. Appeals of any suspensions, revocations, or expulsions may be made to the Office of Economic Director, whose decision is final.
- All guidelines outlined above are subject to change.

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**Signature of Participant**

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**Date**

## **MBB @ The Studios Waiver of Liability and Equipment User Agreement**

Thank you for your interest in using the City of Mesa (“City”) Mesa Business Builder @ The Studios (MBB @ The Studios) facility through the City’s Office of Economic Development. In order to use MBB @ The Studios’ space and equipment, you are required to read and acknowledge this waiver of liability and equipment user agreement (“Waiver”). This Waiver will remain in effect when you participate in MBB @ The Studios by using the space and equipment available. Failure to meet the requirements of the Waiver may result in ban from accessing and utilizing MBB @ The Studios.

1. General Waiver. I understand I have voluntarily agreed to utilize MBB @ The Studios. In consideration of my participation, I hereby release and agree to indemnify and hold harmless the City, its officers, employees, volunteers, committees, and boards from any and all liability and negligence for any damage or injury that may occur, regardless of the cause, resulting from my participation in MBB @ The Studios including, but not limited to, the use of any Equipment (defined below) available for use as a part of MBB @ The Studios. This indemnification and hold harmless agreement will include indemnity against all costs (including without limitation, reasonable attorney’s fees and court costs), expense and liability incurred in or in connection with any claim or proceeding, and extends to include my heirs, executor, administrator, or assigns.
  
2. Equipment Usage.
  - a. General. I understand the City has made tools and equipment (“Equipment”) available for my use as a part of MBB @ The Studios including, but not limited to: cameras, monitors, microphones, podcast tools, Alienware consoles, Meta Quest headsets, printers, and computers. Equipment provided will at all times remain the property of the City. Free training on proper use of Equipment may be mandatory prior to authorization to use. When the Equipment is in my use, operation, or possession, I agree to be responsible: (a) for maintaining the Equipment in good working order; and (b) for any repair and replacement costs for damage or loss that occurs to Equipment.
  
  - b. Waiver in Use of Equipment. I agree I will not use any Equipment until I determine I can operate it safely and properly. I fully acknowledge and accept I use Equipment “at my own physical risk,” i.e. if there is an injury of any kind, whether foreseeable or not, in using any of the available Equipment, I will personally assume this liability and agree to waive all claims against the City, its officers, employees, volunteers, committees and boards. I am aware this is a release of certain rights and I sign this document of my own free will.

3. Age Restrictions. Spaces may only be booked and Equipment may only be used by a person who is at least 18 years of age.
4. Prohibition of Substance Use on Premises. I agree that while on the premises of MBB @ The Studios, I will refrain from using, possessing, or being under the influence of alcohol, marijuana, tobacco, and any illegal substances. I understand that any violation of this policy may result in immediate removal from the premises and/effect my ability to utilize MBB @ The Studios spaces and Equipment going forward.
5. Responsibilities of the Host. I understand as the person booking the space I am the event ("Host"). As Host, I agree I am responsible for any damage caused to the event space during the usage period. I must ensure the number of attendees does not exceed the individual used space's capacity. I agree to comply with all local laws and regulations during the event.
  - a. Over 10 Attendees. As Host, I understand if I have over 10 attendees in MBB @ The Studios, I may be required to provide proof of liability insurance for the event, with City of Mesa named as an additional insured, upon request of the MBB @ The Studios' staff.
  - b. Indemnification. As Host, I agree to indemnify and hold harmless the City from any claims, damages, or liabilities arising from the Host's use of the space.
6. Setup and Breakdown Time. I acknowledge and agree that any setup and/or breakdown time needed for my event, including but not limited to furniture setup, decoration, catering, event breakdown, and returning the room(s) to original layout, must be included within the booked time frame for the event. The booking period will begin and end at the times specified in the booking confirmation. I shall not have access to the venue before the scheduled start time or after the scheduled end time unless agreed upon in writing with MBB @ The Studios staff. I agree that all attendees, including myself and my guests, must vacate the premises by the end time stated in the booking confirmation. I understand if I do not check-in within the allowed 15 minutes grace period, my reservation may be cancelled.

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**Signature of Participant**

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**Date**