****

**Facility Event Space Rental Agreement**

This contract for the rental of Healthitude LLC’s Social Club Gym, Avalon, is made this day, \_\_\_\_\_\_\_\_\_\_\_, by and between \_\_ Karla Mohtashemi of Healthitude LLC/Avalon Gym\_\_\_\_\_\_\_\_, hereafter referred to as the Owner, and \_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner’s venue, located at 1418 S 103rd Street and known as Avalon, and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of $25/hour, with $400 deposit, no later than \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (recommended: 30 days before the commencement of the rental period). Of this amount, $100 is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts. The remainder, is for damages/security deposit which will be returned to the Renter upon settlement, minus any charges for actual damages done to the venue by 
Renter or his/her associates. (\*\*Non-profits and Veteran owned business discount: deposit is

negotiable, and mutually agreed as follows \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. The Renter shall have access to and use of the venue from \_\_\_\_\_\_\_\_\_ o’clock on \_\_\_\_\_\_\_, to \_\_\_\_\_\_\_ o’clock on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the purpose of hosting the Renter’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ event. Owner shall provide to Renter all keys, access control codes, and other items necessary to give Renter such access no later than\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. The full rental fee for the use of the venue described in (2) above shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The balance of the rental fee due, less the non-refundable deposit described in (1) above, shall be payable to the Owner upon the expiration of the rental period described in (2) above.

4. Within \_\_\_30 days\_\_\_\_\_\_\_\_\_ of the rental period’s expiration, Renter shall tender to Owner the rental fee balance due, and all keys and other access control devices in his/her possession.

5. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it.

6. Upon Renter’s completion of his/her obligations under (4) and (5) above, the Owner shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter’s associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter’s knowledge or consent.

7. In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 20% per year until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

8. Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter’s guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter’s use of the venue.

9. Any disputes arising under this contract shall be adjudicated in the Owner’s local jurisdiction.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

10. Renter is responsible for all parties invited on property. All rules must be followed.

**RULES INCLUDE:**

1. No lifting weights alone, unless you are working with a DVD program and have been approved to do so by Karla. FORM FIRST!2. No lifting super heavy weights without a workout buddy (spotter) PERIOD! EVER!

3. Return EVERYTHING where you found it. If you remove something from the gym, it must be returned that day.4. Leave the gym clutter free and clean. No weights or anything someone can trip over in the center of the room. 5. You broke it, you bought it. If you use anything and it gets broken, you will have to replace it.7. Take all trash out with you or place them in appropriate receptacles. Clean up after yourself. clean floors if necessary. Be sure to keep dirt and rocks off the gym floor. Do not hit the walls.

8. The gym is not responsible for personal injury. Just be careful and considerate of others, please.9. You may not use the silks without approval from Karla. You may not use the silks alone, even if you have approval from Karla (with performer practice exceptions).

10. Turn off all electronics and lights when you leave. GYM WiFi: Netgear83\_EXTGYM WiFi Password: fuzzytree225

|  |  |
| --- | --- |
| Renter’s Signature, date | Owner’s Signature, date |
| Printed Name | Printed Name |
| Address | Address |
| City, State, Zip Code | City, State, Zip Code |