

## SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT (the "Agreement") is made by and between **Revelstoke Feel Good Collective** (the "Collective"), a sole proprietorship owned and operated by Anna Minten at #3 – 300 1<sup>st</sup> Street, Revelstoke, BC and \_\_\_\_\_ (name) (the "Practitioner") of \_\_\_\_\_ (address).

WHEREAS the Collective has entered into a Lease dated October 31, 2016 with Mike Vegh (the "Head Landlord") to rent the premises at Unit 3, 300 1<sup>st</sup> Street West (the "Premises"), Revelstoke, British Columbia commencing November 1, 2016 until October 31, 2019 (the "Head Lease").

AND WHEREAS having a shared space in which to provide various aesthetic and personal wellness services for clients will reduce overhead expenses for the members of the Collective and provide for a mutually beneficial environment for the members of the Collective for cross-referrals and an enjoyable work atmosphere.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

1. **Term.** Subject to the consent of the Head Landlord, the Collective subleases a portion of the Premises to the Practitioner on a month-to-month basis as set out below.
2. **Fees and Rent.** The Practitioner agrees to pay fees and rent as follows:
  - a. A one-time \$88.00 registration and orientation fee after this Agreement is signed;
  - b. A basic monthly charge of \$33.00 to maintain membership in the Collective and on the Collective's website;
  - c. \$5.00 per 30min booked time slot (with one 15min buffer included) for use of **Treatment Room or Certified Sterile Room;**
  - d. \$9.00 per 60min booked time slot (with two 15min time slot buffers included) for use of **Treatment Room or Certified Sterile Room;**
  - e. \$11.00 per 90min booked time slot (with two 15min time slot buffers included) for use of **Treatment Room or Certified Sterile Room;**
  - f. An \$11.00 penalty fee if the Practitioner fails to have the room cleaned and ready by the end of their booked slot;
  - g. 11% commission on any of the Practitioner's retail items sold in the Collective Gift Shop; and
3. **Option for Full Time Practitioner.** In the event that a Practitioner would like to have a consistent schedule, they have the option to pay the maximum monthly fee of \$444.00 at the beginning of the month and book advance time slots to a maximum of 33 hours worth of time slots a week. Full time pre-bookings must be booked in series (e.g.: 7am - 1pm time slot, Monday to Friday or 7am to 4pm Wednesday, Friday and Sundays).

#### 4. **Included in Practitioners monthly fee**

- Mini bio and link to Practitioner's own webpage (or social media page) on the Collective's webpage
- Mini bio Poster on Collective front window and shop wall
- Space for promotional posters or other advertising materials
- Access to collectives booking Calendar
- Key for unlimited access to Collective Space
- Small display space in gift shop (subject to 11% commission on sales)
- Use of credit card payment option (3% of sale will be deducted from payout, or paid to Collective if outstanding on the end of month invoice)
- Small storage space for service specifics

#### 5. **Included in booked time slots**

- Use of all furniture (chairs, table, cushions, massage bed)
- Use of pillows and blankets
- Use of tea light Candles
- Use of Speaker System (music device must be supplied by the practitioner)
- Use of waiting area and washrooms
- Access to water or tea necessities
- Feel Good Specific Waiver Forms, clip boards and pens

#### 6. **Not included in the Practitioners monthly fee or booked time slots**

- Use of bed linens (all linens must be supplied by the practitioner)
- Specific items not listed above, necessary for a particular Practitioners form of healing

#### 7. **The Practitioner Covenants and Agrees to:**

- Abide by any rules and regulations governing the use of the Premises and the rules, regulations, requirements and requests of the Collective;
- Pay all rent and fees due within 30 days of receiving the end of month invoice;
- Only work within the Collective's set time slots starting at 7am and ending at 11pm;
- Not to go over my booked time slot;
- When I book my appointments within the Collective space, I do so on the Collective's booking system and pay the time slot even if I do not use it, or if I do not cancel at least 24hrs prior to the scheduled appointment;
- Represent the Collective in a respectable manner;
- To provide a minimum 9hr contribution of time to the Collective, booked at the beginning of each month (Please note contribution hours can be Banked)  
Contribution can be in many forms such as, but not limited to:
  - Minimum of 2 shifts in the Collective Gift Shop \*\* Please treat these shifts as though you had a boss to give you heck for not being there. Arrive 15mins before opening and leave 15 after closing.
  - Minimum 9hrs of shop duties. Choose or create what you excel at! Sign up for specific duties on the Monthly Contribution form that can be done at anytime of the day (Being mindful of when someone has a session so you are not vacuuming or making loud noises during it) These duties can be the

following, but are not limited to: Vacuuming, Cleaning the glass shelves, cleaning the bathroom, dusting the shop, sweeping outside, cob web removal, wash windows, etcetera

- Contribute to the creation and execution of a Monthly "Feel Good Newsletter" or contribution to local media sources

- Help plan a big event or retreat, which showcase or includes many of the Collective members

- Contribute time and planning to one of the Collectives goals

- Update the web site

- Pay \$11 for the equivalent of contributing 4.5hrs

- h. Have each of my clients sign the Collective's Waiver in addition (if applicable) to my own Waiver for services/treatments;
  - i. Provide the Collective with proof of applicable practice certificates and **a copy of my valid insurance with full personal coverage;**
  - j. Not to do or omit to do any act in or around the Premises that would cause a breach of the Collective's obligations as Lessee under the Head Lease;
  - k. Indemnify and save harmless the Collective against and from any and all expenses, costs, damages, suits, actions, or liabilities arising or growing out of the failure of the Practitioner to perform any of its obligations under this Agreement and from all claims and demands of every kind and nature made by any person or persons to or against the Collective for all and every manner of costs, damages, or expenses incurred by or injury or damage to such person or persons or his, her, or their property, to the extent that such claims or demands arise out of the use and occupation of the Premises by the Practitioner or any other person authorized or permitted by the Practitioner to be on the Premises, and from all costs, counsel fees, expenses, and liabilities incurred by reason of any such claim or any action or proceeding brought on such claim;
  - l. Waive any and all claims against the Collective; and
  - m. Acknowledge that I am able to practice outside of the Collective and that the Collective holds no responsibility for practices outside of its facility.
8. **The Collective's Covenants and Agrees**, subject to the Head Landlord first consenting to this Agreement and the due performance by the Practitioner of its obligations in this Agreement, to:
- a. Provide the Practitioner with quiet enjoyment of the rented rooms during the Practitioner's time slots;
  - b. To perform all of the Collective's obligations under the Head Lease, including payment of rent and responsibility for utilities and building maintenance.
9. **Use.** The Premises will be used by the Practitioner solely for the purpose of \_\_\_\_\_ and for no other purpose.
10. **Termination.** If the Practitioner defaults in any of their covenants or defaults in the performance of any other material obligation in this Agreement and does not cure the default within 7 days after written notice is given specifying the default, then the Collective may terminate this Agreement as of the date specified in the notice. The Practitioner is

aware that the Collective has the right to evict the Practitioner at any time at the Collective's sole discretion if the Practitioner is accused of misconduct.

11. **Insurance.** The Practitioner will take out and maintain general liability insurance and insurance with respect to the Premises and on contents and business loss as the Practitioner deems necessary to protect the Practitioner from any financial loss related to the Practitioner's contents and business. The Collective will be shown as a named insured on all liability policies and the property insurance policy will contain a waiver of subrogation with respect to the Collective. The Practitioner releases the Collective from any claim the Practitioner may have that is or would be insured against by the insurance policies that the Practitioner is required to maintain by this Agreement.
12. **No Right to Sublease or Assign.** The Practitioner has no rights to sublease any portion of the Premises or any of the Practitioner's reserved rooms or time slots or assign the rights under this Agreement.
13. **Paramouncy of Head Lease.** The Practitioner acknowledges and agrees that it has no greater interest in the Premises than the Collective under the Head Lease. To the extent that any right or benefit conferred by this Agreement contravenes or is incompatible with the Head Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Lease.
14. **Notices.** All notices and consents permitted or required to be given under this Agreement will be in writing and will be delivered to the Collective or the Practitioner, as the case may be, as follows:
  - a. To the Collective at the Premises  
**Attention: Anna Minten**  
Or by Email to [anna@mettaintk.ca](mailto:anna@mettaintk.ca)
  - b. To the Practitioner at the Premises  
**Attention:** \_\_\_\_\_  
Or by Email to \_\_\_\_\_
15. **Dispute Resolution.** If a dispute arises concerning this Agreement, the parties will use best efforts to resolve the dispute through negotiation or mediation before taking court proceedings.
16. **Entire Agreement and "As Is".** This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter herein and supersedes all prior representations, warranties, conditions, understandings and agreements, express or implied, respecting such subject matter. This Agreement will not be varied by any oral agreements or representations or otherwise except by an instrument in writing subsequent to the date hereof duly executed by authorized representatives of the parties. The Practitioner acknowledges having inspected the Premises, and sublets the

Premises on an “as is” basis. The Collective will not be responsible for any alteration or improvement required or desired by the Practitioner.

17. **Waiver.** No waiver by the Collective of a condition or the performance of an obligation of the Practitioner under this Agreement binds the Collective unless in writing and executed by it, and no waiver given by the Collective will constitute a waiver of any other condition or performance by the Practitioner of its obligations under this Agreement in any other case.
18. **Governing Law.** This Agreement will be governed in accordance with laws applicable in the province of British Columbia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of British Columbia.
19. **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction in any respect in any jurisdiction, the remainder of this Agreement continues in effect.
20. **Execution.** This Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy, faxed copy or scanned copy) and delivering it to the other party by fax or email.

Practitioner’s Name: \_\_\_\_\_

Practitioner’s Mailing address: \_\_\_\_\_

Practitioner’s Phone #: \_\_\_\_\_

Practitioner’s E-mail: \_\_\_\_\_

Date of signed agreement: \_\_\_\_\_

Practitioner’s Signature: \_\_\_\_\_

Collective’s Administrators Name: \_\_\_\_\_

Collective’s Administrators Signature: \_\_\_\_\_