

Haley's Powerhouse Academy of Dance
Studio Space Rental Agreement
1620 W 2nd Street, Roswell NM 88201
575-623-3016
hpadstudio@gmail.com

This agreement is made on _____, 20____, between the HPAD LLC ("Owner"), at 1620 W 2nd Street, Roswell NM, and _____ ("Renter"), of _____

(name of Renter)

(address of Renter)

1. The Owner agrees to rent to Renter and Renter agrees to rent from Owner the use of the HPAD studio ("the Premises") for the following:

Start date: _____ to End Date: _____

Room	Type of Class	Day of class	Time of Class

Rental time is limited to the above schedule. If there is not a class immediately before Renter's scheduled time, Renter may come 15 minutes early to set up and if there is not a class after; Renter may allow 15 minutes to clean.

2. Fees for Renter's use of the Premises:

Hourly fee or fee for event/class

Studio A

\$65 / hour **ongoing event/class** on weekdays (M-F), weeknights (Su-Th), and weekend days

\$100 **single event/class**, weekend nights (F/Sa)

Studio D

\$45 / hour **ongoing event/class** on weekdays (M-F), weeknights (Su-Th), and weekend days

\$80 **single event/class**, weekend nights (F/Sa)

Studio C

\$35 / hour **ongoing event/class** on weekdays (M-F), weeknights (Su-Th), and weekend days

\$60 **single event/class**, weekend nights (F/Sa)

Studio B

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\$25 / hour ongoing event/class on weekdays (M-F), weeknights (Su-Th), and weekend days

\$40 single event/class, weekend nights (F/Sa)

All rental payments shall be made payable to "HPAD LLC" and shall be paid to front desk by check on the first of each month:

3. Renter has paid Owner a deposit in the amount of: \$75

The deposit shall be held as security for payment of the rent, return of key, and cleaning and/or repair of any damage to the Premises by Renter or its customers, students, or invitees. The deposit shall be returned to Renter within 30 days of the termination of this Agreement, minus any rent still owed to Owner and minus any amount needed to repair or clean the Premises, beyond normal wear and tear. The Renter shall be notified in writing (including email) if a charge is claimed against the deposit.

4. Renter shall not make copies of its key or allow others to use it.

5. Renter has inspected the Premises and finds it free from faults that would affect its safe operation for Renter's intended use. Renter shall not use the Premises for any purpose or in any manner which is contrary to applicable law, or dangerous or unsafe, or which would create a nuisance or damage to reputation of the Premises or Owner.

6. Renter shall leave the Premises in good and clean condition after each use. A \$50 cleaning charge shall be assessed if the Premises is not left in a good and clean condition after each use. Please see Addendum #1 for expectations on care of the Premises.

7. Renter shall be financially responsible for any damage caused to Premises by Renter or any customers, students, or invitees of Renter. Further, the Renter agrees to fully indemnify the Owner for any damage to or loss of the property during the term of this Agreement, unless such loss or damage is caused by a defect of the Premises.

8. Owner shall not be responsible for any personal property of Renter or any customers, students, or invitees of Renter left in the Premises.

9. Renter may not assign or transfer any rights under this Agreement to any other person, nor allow the Premises to be used by any other person, without the written consent of the Owner.

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10. This Agreement may be terminated by either party under the following circumstances:

Any breach of this Agreement shall be grounds for immediate termination of this Agreement by Owner.

11. This Agreement is governed by the laws of the State of New Mexico. Any dispute related to this Agreement shall be settled by mediation. If mediation is unsuccessful, the dispute shall be settled by binding arbitration using an arbitrator of the American Arbitration Association.

12. This Agreement, including all addendums, sets forth the entire understanding of Owner and Renter with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between Owner and Renter with respect to the subject matter.

13. Owner shall not be liable for any injury, loss, or damage caused by any use of the Premises. Renter is responsible for the safety and well being of all people during the time they are in the Premises and shall indemnify, hold harmless, and defend Owner from any claim, loss, or liability arising out of any activity of Renter, or any customers, students, or invitees of Renter on the Premises.

14. It is Renter's sole responsibility to obtain from each customer, student, or invitee, a document waiving and releasing Owner from any claim made by a customer, student, or invitee for injury or damage while present in the Premises. Renter may use its own waiver and release form or use may request a waiver and release form from Owner.

15. Renter shall carry its own liability insurance and shall name Owner ("The HPAD LLC") as an additional insured on such policy. A copy of this insurance will have to be provided prior to first class.