**Shift Movement and Healing Arts, LLC Rental Agreement**

Agreement must be accompanied by the appropriate initial rental fee, proof of current Liability Insurance and signed Studio Use Guidelines from this agreement packet. Reservation is not guaranteed until you receive confirmation.

**Rental Date(s):** The term for this agreement will be for the dates and times listed below, at which time this contract may be renewed or renegotiated.

**Renter’s name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*****Please note:*** *The person named here on the Rental Agreement is personally and financially responsible for the permitted event .*

**Organization name** (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Street address** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**City State ZIP** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Day phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Evening phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email address:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Phone:\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_**

**Hourly Rate:** $­­­­ \_\_\_\_\_\_\_\_\_\_\_\_ per hour, payable on or before the first of the month. There will be a $5 late fee per day incurred for rent received after the third of the month.If all payments are not timely as per this agreement, renter may be barred from use of the studio. Insufficient funds checks will be charged $25 per check.

**Studio Description**

Shift Movement and Healing Arts’ studio space is an attractive, light-filled space ideal for movement classes of all kinds. The studio has a 38.5 by 44 foot floating, sprung floor, 8 foot high mirrors on one wall and an excellent sound system with an i-Pod dock and ceiling mounted speakers. It is conveniently located in the Fremont/Wallingford area of Seattle, on Stone Way N between 35th and 36th Streets.

The studio is accessed by entering through Halfmoon Acupuncture and Pilates, which shares two comfortable changing rooms, a kitchenette with a refrigerator, microwave and filtered water and a comfortable wait area. The studio has its own attached bathroom. Shoes should be removed at the front door upon entry.

**Insurance Requirements**

All renters are solely responsible for carrying their own liability and medical insurance and must provide SH*I*FT Movement and Healing Arts, LLC with a Certificate of Liability Insurance. The Certificate of Insurance must provide coverage for the whole term of the Lease Application. SH*I*FT Movement and Healing Arts, LLC reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter. SH*I*FT Movement and Healing Arts, LLC strongly recommends that all renters protect their own assets by having students sign a liability waiver upon taking their first class. A sample waiver is available from the managers upon request.

**Damages and Losses:**

The Renter is solely responsible for any and all damages and/or property losses that occur to SH*I*FT Movement and Healing Arts, LLC during the times and dates the Contractor is renting and agrees to pay for any repairs and/or property losses to said premises if they should occur.

The Renter is solely responsible for any property, equipment, or props stored at SH*I*FT Movement and Healing Arts, LLC, and for any actions with or against this property by other persons when Renter is not in the space. Renter holds SH*I*FT Movement and Healing Arts, LLC harmless in any damages incurred to any persons or property belonging to Renter and stored at SH*I*FT Movement and Healing Arts, LLC.

**Cancellations:**

There is no cancellation of on-going classes by renter unless previously agreed upon in writing with SH*I*FT Movement and Healing Arts, LLC with at least two months advance notice. Renter may choose to hire a substitute to fulfill their teaching contract if they cannot make a class, and Renter must notify SH*I*FT Movement and Healing Arts, LLC of this substitution in a timely manner so that an additional liability release contract may be signed with the substitute. It is the responsibility of the Renter contracted with SH*I*FT Movement and Healing Arts, LLC to reconcile accounts with a substitute. In the event a class falls directly on a holiday, the renter need not pay for that class if it is cancelled. All other events and rehearsals require 48 hours to cancel and receive a full refund, less a $25 administrative fee.

Renter may request that Shift make unused time available for rental to the general public, with any collected rental fees deducted from Renters following month’s rent. This policy will be most successfully executed with at least one month’s advance notice of vacant space to the management. Management does not guarantee the rental of open space, nor is it required to advertise or promote the vacancy. Management will not refuse any reasonable rental request of the space.

SH/FT reserves the right to cancel on-going classes for special events or studio repair/maintenance with a minimum notice of 30 days.

**Shift Movement and Healing Arts, LLC**

**Studio Use Guidelines**

Use of the studio is contingent upon the renter’s understanding, acceptance and adherence to the following policies. Please review and initial these policies.

**Before Use**

• All rentals must be paid in full in advance. The balance of the rental fee is due two days before the event or the first of the month for monthly renters. Rent may be left in the locked rent collection box on the wall outside the studio door, across from the men’s dressing rooms. ***There will be a $5/day late fee incurred for monthly rentals received after the 3rd day of the month.***

• Please note (and notify your dancers, if necessary) that appropriate dance shoes are required*. Indoor shoes only*. No marking black-soled tennis or aerobics shoes are permitted in the studio. Heels should be free of protruding nails. No tap shoes allowed. All street shoes are to be removed at the entrance to the space and stored in the area provided.

**During Use**

• If another group is scheduled in the dance studio immediately before yours, please wait in the lobby until your rental time begins. Items in the lobby are the property of Halfmoon Acupuncture and Pilates. Begin and end your class or event at your scheduled time.

• Items in the lobby are the property of Halfmoon Acupuncture and Pilates. Renters are responsible for the actions of their students and must assure the safety and proper use of all equipment, returning equipment safely to their appropriate place. Desks are not to be used to sign in classes or in any other capacity.

• The Pilates Studio is not part of this rental agreement and is a private space. Renters and their students will not use the equipment in any way, or enter the studio. Renters are fully responsible for any damage occurred to the Pilates studio equipment or physical injury to a guest who may enter the studio.

• **If there is no one in the Halfmoon space during your use, please lock the front door to prevent security issues.** Participants who arrive late can ring the doorbell by the front entrance door to be let in.

• Shift Movement and Healing Arts, LLC is not responsible for accidents, injury, illness or loss of group or individual property. Please remind all participants to take safety precautions.

• Do not put tape on the dance floor. Do not drag anything across the floor. All musical instruments and props must be placed on a rug or covered in felt so they will not touch the floor surface directly.

• Do not affix anything to the mirrors or windows. Do not post anything anywhere without prior approval.

• Animals, with the exception of working service dogs assisting persons with disabilities, are not permitted in the studio.

• Alcoholic beverages are not allowed on the premises at any time.

• Tea service and kitchen supplies are the property of Halfmoon Acupuncture and Pilates. Renters and their students are welcome to use this service, but renters are soley responsible to clean up after students and make sure all supplies are returned appropriately.

• Smoking is not permitted anywhere in the building. Smoking outside must be kept at least 25 feet from any of the building’s doorways.

• Fire (including cigarettes, candles, incense and matches), feathers, glitter, high-heeled shoes, shoes worn outside, or any shoes that leave any marks on the floor are not allowed in Shift studio.

• If you wish to videotape or photograph, you assume all responsibility for legality of taping, including securing appropriate releases from performers and from copyright holder, in the case of copyrighted music, scripts or choreography.

**After Use**

Please exit promptly. There may be a group or class scheduled right after yours. Remove all personal and group belongings that you brought to the studio.

Make sure the stereo equipment is turned off when you leave.

Make sure the garage door and windows are closed.

Make sure the lights are turned off when you leave.

Turn off the electric heater in the studio if you turned it on.

If you are the last one in the space, please lock both locks on the front door by pressing the “Schlage” button on the door panel, and turning the knob for the deadbolt clockwise.

 **\*\*\*\*\*PLEASE MAKE SURE THE BUILDING IS SECURE BEFORE YOU LEAVE!!\*\*\*\*\***

 *If you noticed any problems with the facility or its equipment, please notify the Managers, Heather Coyle, @ 206-947-1766 or Michele Miller @ 206-940-0216, so we can address the problem as soon as possible.*

I have read, understand and agree to abide by the policies listed above in the Shift Movement and Healing Arts, LLC Rental Agreement. I understand that by not adhering to the policies above, this contract can be immediately terminated.

Renter’s signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter’s name (printed)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SHIFT MOVEMENT AND HEALING ARTS, LLC LIABILITY STATEMENT**

*In submitting and signing this agreement, I certify I have read, understand and will abide by the facility rules and regulations set forth. I certify that the use detailed on the event description is in compliance with Shift Movement and Healing Arts, LLC rules and regulations and certificates of insurance requirements. Renter/Agent hereby agrees to hold Shift Movement and Healing Arts, LLC and individual members thereof, all officers, agents, and employees free and harmless from any loss, damage, liability, cost or expense that may arise during and related in any way by the use and occupancy of said facility, to the extent such loss, damage, liability, cost or expense arise out of negligent acts or omissions of Renter/Agent. I, the undersigned, or the company I represent, will be responsible for any damages sustained to the facility. Any lost equipment or damages sustained to Shift Movement and Healing Arts, LLC property shall be compensated within seven days. I agree that this reservation is granted with the understanding that Shift Movement and Healing Arts, LLC may cancel when the facility is needed for Shift Movement and Healing Arts, LLC programs.*

*Full payment must be given for all rentals. Failure to submit payments by the designated date will result in loss of the contract, and the studio space will be released. It is my responsibility to notify Shift Movement and Healing Arts, LLC of any cancellations or revisions on my part within 3 days prior to the reservation date. Failure to do so may result in my fees being withheld.*

Renter’s signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SH/FT Manager’s signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_