

Caulfield School of Dance



Facility Rental Agreement

No clause of this contract may be deleted or altered without mutual written consent of both parties.

Agreement made this _____ day of _____, 20__ between:

Cori Caulfield d.b.a. Caulfield School of Dance
2610 St. John's Street
Port Moody, BC, V3H 2B6
Canada

phone: (604) 469-9366

(hereinafter called the Leasehold Owner)

AND

Name of Renter: _____

Address of Renter: _____
_____, BC, V _____
Canada

Phone of Renter: _____

Email of Renter: _____

WHEREAS the Renter wishes to operate their business of instruction of _____
_____ between the hours of ___:___ m and ___:___ m the following days:

_____ in Caulfield School of Dance Studio # ____.

and between the hours of ___:___ m and ___:___ m the following days:

_____ in Caulfield School of Dance Studio # ____.

at the above noted location of the Leasehold Owner's leasehold property.

AND WHEREAS the Leasehold Owner will charge a facility use rental fee according to the attached "Studio Rental Rates", IT IS HEREBY AGREED AS FOLLOWS:

Rental Agreement continued

1. FACILITY RENTAL FEE PAYMENT:

a) the Leasehold Owner will charge a **Facility Rental Fee** calculated as follows:

Total number of hours*: _____ x rental rate of \$ _____ = \$ _____

+ _____ x rental rate of \$ _____ = \$ _____

+ _____ x rental rate of \$ _____ = \$ _____

Subtotal \$ _____

Less (if applicable) _____% - \$ _____

+

Key and Security Fee: \$ _____

Insurance Fee: \$ _____

On-Site Storage Fee: \$ _____

Locker Rental Fee: \$ _____

Mat Rental Fee: \$ _____

Subtotal \$ _____

Plus 5% GST + \$ _____

Rental Total: \$ _____

Damage Deposit: \$ _____

Cancellation Deposit: \$ _____

* Note: the rental period begins when the Renter and/or anyone connected with the Renter's use of the Leasehold Owner's facility arrives on the premises to the time at which all persons connected with the Renter's rental have vacated the premises. A 1 hour rental for example, will not be sufficient for a 1 hour event due to arrival/load in/set up and strike/load out/exit time.

b) The Renter shall make payment of the total rental fee in the form of cash, cheques* or e-transfer in Canadian funds made payable to Caulfield School of Dance according to the following schedule:

* A \$2.00 + GST per cheque charge will apply to payments of less than \$80.00 paid by cheque after the initial payment.

Rental Agreement continued

2. DUTIES AND RESPONSIBILITIES OF THE LEASEHOLD OWNER:

a) The Leasehold Owner will provide a clean facility.

3. DUTIES AND RESPONSIBILITIES OF THE RENTER:

- a) The Renter will provide a copy of their certificate of insurance for minimally \$2 million of third party liability covering ALL forms of activity the Renter will undertake in the Leasehold Owner’s facility, naming the Leasehold Owner as “an additional insured”; or pay an Insurance Fee to Leasehold Owner as part of this agreement.
- b) At the conclusion of their every operating day, the Renter will leave the facility in the condition it is provided including, but not limited to, the removal of all items unless a Storage Fee is paid as part of this agreement.
- c) The Renter will adhere to the strict policy of **no outdoor footwear** in the studios of the facility.
- d) The Renter will be responsible for the cost of repair or replacement of any damage to any aspect of the facility resulting from the Renter’s use of the facility, including any costs exceeding the amount of Damage Deposit submitted as part of this agreement.

4. NO AUTHORITY

The Renter shall not have any authority to create any obligation or incur any expense in the name of the Leasehold Owner except as expressly authorized in writing by the Leasehold Owner.

6. TERMINATION

Either the Renter or the Leasehold Owner may terminate this Agreement with thirty (30) days written notice if the other fails to comply with stated obligations under this Agreement, or otherwise for reasonable cause. The Renter will pay a Cancellation Deposit of \$50 or 10% of rental fee, whichever is greater, for cancellation notices received within 30 days of the start of the rental period. The entire amount of the rental will be due if written notice of cancellation is not sent by the Renter to the Leasehold Owner and received within 2 days of the start of the rental period. All unused deposit amounts will be returned to the Renter upon conclusion of the contract.

Should the Renter fail to adhere to any of the items of Section 3 of this Agreement, the Leasehold Owner may terminate the Agreement at any time.

6. RELATIONSHIP

The parties acknowledge and agree that the Renter is an independent business operator. Nothing in this Agreement shall be construed to create any relationship of employment between the Leasehold Owner and the Renter.

IN WITNESS WHEREOF, the parties hereto have executed the present Agreement.

Signature of the Renter: _____

Print name: _____

Date: _____

Signature for the Leasehold Owner _____

Print name: _____

Date: _____