

Saraleno Dance Company LLC (SDC) The Firehouse Dance Hall (FDH), 44 N. Front Street, Medford, Oregon 97501 Tel: 541-218-7051 Email: saralenodanceco@gmail.com

# **RENTAL AGREEMENT**

This contract represents an agreement between Saraleno Dance Company LLC (SDC) / The Firehouse Dance Hall (FDH), and "Renter" as named below. The following agreement applies to every instance in the future in which Renter uses The Firehouse Dance Hall space for any purpose. If Renter fails to uphold any of the following agreements, Renters studio privileges may be revoked.

Renter Name:	Phone:	
Address:	City:State:	_ ZIP:
Email:	Purpose of Rental:	
Rental Date(s):	Rental Time: FromTo	):

### **RENTAL COSTS**

**Regular Classes or Private Practice** 

Monday through Sunday

\$25 per hour for Regular Classes or \$25 per hour for Private Practice up to 4 People \*Minimum of 4 Classes or Private Practice per month - Cost is Reduced to \$20 per hour\*

**One Time Events** 

Monday through Thursday - \$60 per hour Friday through Sunday - \$75 per hour

#### **RENTAL CALCULATION**

Applicable Hourly Rate \$\_\_\_\_x \_\_\_ Hours = Total Rental Fee \$\_\_\_\_ + Deposit \$\_\_\_\_ = Total Due \$\_\_\_\_\_

Payment Method: Cash\_\_\_\_\_ Check # \_\_\_\_ Venmo\_\_\_\_ CashApp\_\_\_\_ Credit Card (Add 4% fee) \_\_\_\_\_

Deposit Refund: \$\_\_\_\_ Charges Incurred if applicable \$\_\_\_\_Refund Method\_\_\_\_ Date Returned \_\_\_\_ Initialed \_\_\_\_

#### **RENTAL PAYMENTS**

Please make all checks payable to SARALENO DANCE COMPANY LLC and mail to the above address. Checks must be received by studio owner two weeks in advance of event date. **Alternative Payment Options**: Venmo: @saralenodanceco or Cash app: \$SaralenoDanceCo (No fees) or Credit Cards and Paypal are accepted with a 4% processing fee applied. Cash also accepted.



# **RENTAL TERMS - RULES & REGULATIONS**

**ONE-TIME EVENTS:** The booking is NOT secured until the full deposit and rental payment with the signed agreement is received.

**REGULAR CLASSES:** To reserve the time(s) and date(s) all renters must pay in advance. **Rent is due no later than** <u>the 1st of the month.</u> All Payments are NON-REFUNDABLE. Renters MUST pay before the time of each rental period and are encouraged to pay in advance to secure the time desired. We recommend you set up automatic payments to prevent any late charges. Rent is due in full each month for the time, which is reserved, regardless of how many days are used, holidays withstanding. Classes will be removed from the calendar and the time may be sold if the rent is not paid on time. If your time is still available, you will be charged a \$10 late fee to re-add the classes. Upon receiving the late fee and your monthly rent, your classes will be reinstated, and schedules will be updated. Regular Instructors must confirm their class schedule at least one month in advance if possible. All renters agree to pay all charges incurred by self, guests, or family.

**RENTAL TIME:** Renters are only to enter The Firehouse Dance Hall premises during their designated time(s). Any other time requires prior approval from SDC/FDH. Any times spent on the premises beyond agreed rental times constitutes as trespassing. All regular class instructors have an authorized 15 minutes arrival & departure time before and after class. This is to allow enough time for class check in to ensure class starts on time and to allow for packing up after. SDC/FDH reserves the right to terminate and/or suspend rental privileges if renters are found in violation. SDC/FDH reserves the right to free access and right to enter any portion of the Hall at any time.

**LIABILITY INSURANCE**: All renters are independent contractors and responsible for their own liability insurance. Instructors are to provide a valid copy of policy at time of securing rental space.

**SECURITY DEPOSIT**: A damage deposit of \$250 shall be collected from the Renter (due at time of signing and paid with rental fee). SDC/FDH shall apply deposit against payment for any damages and any other charges incurred. Deposit shall be returned to Renter following the confirmation of SDC/FDH that no damage has occurred to the premises and surrounding property. Renter agrees that if the damages actually incurred by SDC/FDH exceed the amount of the damage deposit collected, then the Renter is liable for the difference. Renter further agrees that if the same is placed in the hands of an attorney for collection, to pay the costs of collecting the amount due, including reasonable attorney fees. Each Renter will assume full responsibility for any damage caused to any part of the studio hall or the contents. Renter is liable for expenses incurred due to failure to turn off lights, fans, thermostat, water and stereo system or failure to secure the premises upon leaving.

**SECURITY**: Each renter assumes responsibility for the security of the space during each rental period. Any Renters requesting a key must provide a \$10 key deposit, refundable upon return of key. For renters who are accessing the key from the exterior lock box for hourly rentals or events is to ensure that the key is returned to the lock box even if there are other instructors in the studio. If you obtain the key from the lockbox, it must be returned to that place and left secured so that you are not liable for misplaced keys.

Under NO circumstances are FDH keys to be loaned out, shared with any other person or copies made.

Name\_\_\_\_\_

Signature \_\_\_\_\_



**PERSONAL PROPERTY**: SDC/FDH are not responsible for the personal property of renters or guests while on premises.

**NO ALCOHOL**: Renter agrees and warrants that there shall be NO distribution or consumption of alcohol on the premises at any time.

OCCUPANCY: All Classes or Events that involve public entry cannot exceed 49-person occupancy

**HOUSEKEEPING**: Each renter assumes the responsibility for returning the studio to a good clean state before they leave. Ensure all lights, heating, air conditioning, fans, electrical equipment, and power must be turned off. All Trash and litter must be removed to the large trash bin the restroom. Please sweep if necessary and mop any spills, clean mirrors of any fingerprints, and return all furniture to its appropriate place. Cleaning materials are provided by SDC/FDH. Please leave the studio in a clean condition for the next renter and ensure the building is left secure upon leaving. Everything brought into the building for all Events (food, beverages, decorations, trash) must be removed at the conclusion of the rental and premises left clean.

Renter agrees that decorations shall NOT be attached to the plastered walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, scotch tape, staples, etc. Decorations can be affixed to the brick wall. Only the use of non-permanent adhesive that does not leave a residue is permitted. No Smoking, No Incense, candles, or open flames of any sort are permitted anywhere inside of the SDC/FDH building at any time.

**ADVERTISING / MARKETING**: Independent Instructors are responsible for marketing their own classes and events. Also responsible for notifying the studio owner when cancelling classes and/or events and for contacting students directly, posting updates on social media and posting a note on the FDH door for any drop-ins.

No renter shall teach Bachata, Salsa, Cha Cha Cha, Bellydance or Kizomba without first obtaining permission from SDC/FDH.

**CANCELLATIONS**: All cancellations must be made 72 hours before rental time. If you do not properly cancel before this time, then your rental fee and security deposit will be forfeited and not refunded.

**EMERGENCIES**: Should the renter encounter any issues or problems at the studio regarding personal safety or concerns of security or anything that may compromise the structure or safety of the studio or the building, please notify Saraleno immediately by contacting the owner Sarah Melville 541-218-7051. For any disturbances text/call Corporal RJ Josephson 541-292-6041. For accidents, health crisis, criminal activities, or fire, call 911.

**Agreement Not Inclusive**. The Rules and Regulations contained herein are not inclusive. Signs posted in the space, directions, and other written guidelines will serve as additional rules.

Name: \_\_\_\_\_

\_Signature \_\_\_\_\_



Saraleno Dance Company/FDH reserves the right to change the above rental policies at any time to reflect the needs and concerns of the studio, community, and resident companies. Renters will be informed of changes to rental policies. SDC/FDH reserves the right at any time to terminate and/or suspend the rental privileges of any renter for failure to comply with any of the Rules and Regulations or for conduct that SDC/FDH determines improper or detrimental to SDC/FDH or other renters. The terminated renter will remain liable for all dues and other indebtedness incurred prior to the termination.

In the event the renting party breaches any term of this agreement, the deposit shall be forfeited as liquidated damages.

# WAIVER OF LIABILITY

As a consideration for being granted access to the rental of this space, Renter agrees that Saraleno Dance Company LLC/The Firehouse Dance Hall shall not be held responsible or liable to any Renter or Guest for injury to their person or damages or loss of property for any reason. The undersigned hereby voluntarily assumes all risk of personal injury, property loss or damage, and/or other damages to the undersigned and guests resulting from or in any way associated with the undersigned's entry upon SDC/FDH property and/or participation in any of the activities sponsored by SDC/FDH. Further, the undersigned, on its behalf and on behalf of all family Renters, hereby releases SDC/FDH and its officers, agents, and employees from every claim, liability, or demand of any kind or on account of any personal injury, property loss or damage, or other damages resulting from or in any way associated with the undersigned's entry upon property of SDC/FDH and participation in its activities. This includes, but is not limited to, liability for all damages from the active or passive negligence of SDC/FDC or its agents. Further, the undersigned confirms he/she has read and understands this release.

This agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties as to the subject matter hereof, and superseded all prior and contemporaneous agreements, representations, and understandings of the parties. The Agreement may be altered, amended, or modified in whole or in part at any time only by writing signed by all the parties hereto.

Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon.

By signing this Rental Agreement, the Renter acknowledges having read and understood the terms and conditions of this contract and acknowledges and agrees that this Rental contract is binding both on the parties and the organizations they represent.

Renter Signature:		
Print Name:	_ Date:	
Saraleno Dance Company LLC / The Firehouse Dance Hall Owner Signature		
Print Name:	_Date:	