

FiveTenDekum Classroom Rental Contract and Policies

This classroom rental agreement (the “**Agreement**”) is made between FiveTenDekum LLC at 510 NE Dekum St. Portland OR 97211 (the **Lessor**) and (name) _____ at (address)_____ (the “**Renter**”), collectively the “**Parties.**”

The Parties agree to the following terms, conditions, and fees for the use of the classroom at FiveTenDekum (the “**Classroom**”). This Agreement between the Parties is valid only for the below stated Event(s) (the “**Event(s)**”). Renter will provide FiveTenDekum LLC with a new description of each unique Event for which they are requesting Classroom rental.

Renter’s Contact information: (if someone other than the instructor is arranging rental, please provide contact information for both people)

Email: _____ Cell Phone: _____

Email: _____ Cell Phone: _____

EVENT & RENTAL PERIOD

Class Description: Workshop/Instructor/ Class dates are listed on the FiveTenDekum Class Calendar found online at <http://fivetendekum.com/class-calendar>.

RENTAL FEES

Renter agrees to pay the Lessor all fees associated with this Rental Contract as stated below. 50% of total required to reserve.

Rates: *Day = 8 hours rental time/ Half Day = 4 hours rental time. Each block of time will automatically provide a ½ hour “buffer to either end of your scheduled time for set up and break-down.*

- Day Rate – Weekend (Sat /Sun): \$175.00
- Half Day – Weekend (Sat /Sun): \$100.00

- Day Rate / Weekday (M-F) : \$125.00
- Half Day / Weekday (M-F): \$75.00
- Hourly Rate \$25.00 (Weekdays only, unless other arrangements have been made)

Max Capacity (# of students): 12

Cancellation Policy:

- FiveTenDekum LLC expects payment in full regardless of event/ class attendance.

- Cancellations due to weather, illness, injury or any unforeseen circumstances will **not** result in a refund of the rental fee.
- A fourteen-day cancellation notice is required for a full refund.
- In the event of an illness or injury, the class may be rescheduled at no additional cost pending availability.

Additional:

- First-time Renters must visit the classroom at FiveTenDekum before their Event for an orientation to learn about opening & closing procedures.
- Renter agrees they will use the classroom only for their stated intent. Any activities outside their Event description must be requested and approved of by the Lessor prior to the Event.
- Checks should be made out to FiveTenDekum LLC.

_____ initial

RENTER RESPONSIBILITIES

1. Prior to each Event, Renter is responsible for:

- All marketing and advertising
- Event registration
- Payments including refunds or credits
- Communication with prospective students including announcements of cancellation and/or rescheduling

2. The day of each event, Renter is responsible for:

- Opening and closing / locking of the building and classroom
- Classroom set-up and breakdown
- Ensuring that the front entryway remain clear for clients of practitioners
- Enforcing our fragrance-free and shoe-free policies
- Maintaining a quiet environment before, during and after classes/ events
- Classroom clean up (sweep floors, clean whiteboard, packing and storing tables, etc.)
- Restroom/ break room clean up (garbage/ compost if applicable)
- Tea service/ beverage clean up (load and run dishwasher)
- Restroom/ break room clean up (garbage/ compost if applicable)

RESTRICTIONS AND USE

1. Classroom rentals include use of the classroom, main floor restroom, self-serve tea supplies, building wi-fi as well as the following items found only in the classroom or common break area:

- portable massage tables (6)
- stools/ chairs/ bench (12/ 4/ 1)
- sitting/ meditation mats (10)

- skeleton (1)
 - blankets (8)
 - white board and markers
2. Renter and their students are permitted to use:
 - Any available on-street parking
 - Driveway up to the edge of the house if needed for loading and unloading only (extreme care must be taken backing out of the driveway due to low visibility and high foot traffic). Please do **not** park in the back yard.
 - Bike parking can be found in the back of the building.
 3. The following are **not** permitted inside the Classroom:
 - Outdoor shoes (Please leave shoes inside entry to classroom)
 - ANY type of fragrance. This includes incense, moxa, sage, etc. and extends to the use of personal products wherever possible including essential oils and perfumes. **We respectfully ask that all teachers/ facilitators include in their marketing materials that FiveTenDekum is a fragrance-neutral environment and ask students to arrive for classes fragrance free.**
 4. The following are not permitted anywhere on the property:
 - smoking
 - alcoholic beverages
 - animals (with the exception of registered service animals)
 - loud, boisterous or disrespectful activity

_____ initial

ADDITIONAL TERMS

Insurance and Certification:

1. Renter agrees they, or their agents, meet all city, county, state and national licensure or certification required for their position. Renter further agrees they carry the necessary professional and liability insurance required for their Event.
2. Renter is responsible for the safety and good order of all equipment and other property owned by FiveTenDekum LLC and/or being displayed on the premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by Renter's students or the attendants at the Event whether or not invited. Renter must notify the Lessor if they notice any item or equipment that is broken, misplaced or compromised.
3. Lessor is not responsible for items left by Renter or his/her students during or after the Event.

4. Lessor reserves the right to eject any person or persons from the Classroom and premises at any time, for any reason.

5. FiveTenDekum LLC reserves the right to terminate this Agreement at any time for any reason. Any form of non-compliance on the part of the Renter will result in immediate termination. Any payment not received by the due date will result in immediate termination.

_____ initial

Liability and Property:

Renter shall indemnify and protect FiveTenDekum LLC (Lessor), and defend Lessor with counsel reasonably acceptable to the Lessor, and hold FiveTenDekum LLC harmless from and against any and all claims, actions, damages, liability, loss, cost and expense, including without limitation, attorneys' fees, imposed upon, incurred by or asserted against the Lessor by reason of (a) any accident, injury to or death of any person or loss or damage to any property occurring on or about the Classroom and premises as the result of any act or omission of Renter or Renter's officers, shareholders, members, partners, employees, agents, guests, participants or invitees, or of anyone claiming by, through or under Renter; (b) Renter's occupancy or use of the Classroom or any part thereof; or (c) Renter's failure to perform or comply with any provision of this Agreement. Renter's obligations hereunder shall survive expiration or earlier termination of this Agreement.

RENTER:

Name: _____ Signature: _____

Business Name: _____ Date: ____/____/____

REPRESENTATIVE OF FiveTenDekum LLC:

Name: Amy Bennett Signature: _____ Date: ____/____/____

Deposit Paid: ____/____/____ Amount Received: _____

Balance Paid: ____/____/____ Amount Received: _____

Payment Method: Cash / Check # _____