

SPACE RENTAL LEASE • SOLSTICE CENTER, LLC

302 Pearl Street, Boulder, CO 80302 • 303.939.8463
SolsticeCenter@mac.com
www.302pearl.com

Legal Entity: **LEGAL ENTITY**
Primary Contact Person: **CONTACT PERSON**
Contract Created: 25 Sep 2014
Contract Expires: 20 Dec 2014
Activities to Occur:

This upper section to be filled in by Solstice Center

Security/Damage Deposit Received? _____ (when/how) To be **Refunded** or **Retained**?

This Lease Agreement is Between
Solstice Center LLC, 302 PEARL ST BOULDER, CO 80302 USA
as Lessor, and

Legal Entity or person Office@email.com 303.111.2222
PO BOX xxx Boulder, CO 8030x

as Lessee

(Lessee must be a legal entity or person. Provide contact info, including email(s) and primary contact phone#)

Lessor hereby leases to the Lessee the following premises located at 302 Pearl Street, in Boulder, CO:

“The Skylight Room”

Friday, December 18, 2014, 5:30pm-9:30pm (4 hrs) {event 6-9pm}
Saturday, December 19, 2014 8:30am-7:30pm (11 hrs) {event 9am-7pm}
Sunday, December 20, 2014 9:00am-5:30pm (8 hrs) {event 9:30am-4:30pm}

Combined hours = 23 hrs at nonprofit rate

NOTES:

Rent is paid for time you are in the building, which includes setup/cleanup time. This also helps prevent scheduling conflicts with other groups. Please also provide actual event times for the online calendar. If your are requesting a nonprofit rate, we need to have on file proof of your 501c3 nonprofit status (please include with contract) If there is to be physical activity such as dancing, yoga, martial arts, etc at your event(s) we will also need to have proof of liability insurance, with Solstice Center, LLC listed as “additional insured.”

Current Rate for 2014: Sky Room 23 hrs X 32.73 = \$752.79

TOTAL CONTRACT \$_____ Payments Received/Dates/Check#/s/Etc:

PAYMENT (please select full or half now)

Refundable Security/Damage deposit, \$100, is required for preliminary reservation.

- FULL: We offer a 5% discount for full payment on booking; Therefore, your best price is _____, for full payment including damage deposit.**
- OR 1/2 contract in advance to secure your space, remaining 1/2 due at time of workshop.**

Note: The rate you are receiving reflects the pricing for the rooms based on 23 hours total. The time you are booking includes time for setup and cleanup. We do this for clarity of contracting and to avoid schedule conflicts with other renters. We like to book at least 15 minutes of transition time between events. However: 15 minute transition time may be gifted to cooperating renters with simple setups. **Checks are payable to ‘The Solstice Center’. You can also pay with a credit card.**

The keypad lock on the outside 3rd Street studio door is 1964. To open, press the combination and turn deadbolt to the left. To lock, press the Schlage button and turn deadbolt to the right. Also there is now direct access to Sky Room from the street – code is available on request. **Please be sure both 3rd Street doors and windows are locked if you are the last to leave the building. Please!! No burning candles! No Foods or Carpet Staining Beverages! Thanks!**

Important: Read and understand all four pages of this lease agreement.

THE LESSEE AGREES AS FOLLOWS:

1. **Damage deposits:** The amount will be held by the Lessor for the faithful performance of all the terms and conditions of this lease. The Lessor may apply the deposit to cure any default under the terms of this lease and shall account to the Lessee for the balance. The Lessee may not apply the deposit hereunder to the payment of the rent.

2. SOLSTICE CENTER CANCELLATION POLICY:

Refunds are proportional to the amount of notice we receive for cancellation / re-scheduling.

Notice Given	Amount of Refund / Fees
More than 6 months	Full refund / no charge.
2-6 months notice	\$50 fee for contract change under \$1000, \$150 fee if dates total over \$1000
1-2 months notice	75% refund, or 25% of affected contract value
2-4 weeks notice	50% refund of contract price
0-2 weeks notice	no refunds are given

3. **LIABILITY:** Lessee must carry liability insurance for events or workshops held at the premises of the Solstice Center, IF the activity of the workshop or event involves special risks or presents any physical hazard to participants; examples include: yoga classes, dance events, martial arts instruction, events where alcohol is served, any program specifically catering to children, or any program considered to be a liability risk by the Business Manager of the Solstice Center, LLC. In such case, Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional Insured. In addition, Lessee agrees to hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Solstice Center, LLC, from any and all claims, demands, or causes of action, which are in any way connected with participation in the above mentioned rental activity or use of the Solstice Center’s equipment or facilities.

_____ Business Manager initials here if this requirement for liability insurance is waived.

4. **GENERAL POLICY ON SEXUALITY AT THE SOLSTICE CENTER LLC:** There will be no: Nudity or Sexual activity, meaning one person contacting another person’s breasts or genitals, with or without clothing, Hugging is of course O.K.

5. **CLEANING:** To surrender the premises, after each period of use, in as good a condition as when Lessee entered the premises; all litter will be picked up, and furniture returned to original spots. Renters who are booking for a full day must take out the garbage. Note that a \$10 minimum charge will be assessed for moving equipment, picking up litter, or otherwise preparing for a subsequent client as may be required beyond regular vacuuming and cleaning as is performed as part of lessor’s obligation to lessee. Staff time will be charged at the rate of \$25 per hour, unless action is required on an emergency basis, in which case the rate shall be \$50 to \$100 per hour depending upon who does the work.

6. **SUBLETTING:** To sublet no part of the premises without the written consent of the Lessor.

7. **PROPER USE/NEIGHBOR RELATIONS:** To use the premises only as space for workshops, and to use the premises for no improper or questionable purposes whatsoever, and for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of Boulder, Colorado, and to permit no disorderly conduct, noise or nuisance which will have a tendency to annoy any persons occupying adjacent premises, whether this include other clients in the neighboring room or the Solstice Center’s neighbors. Note that loud noise is strictly prohibited after 11pm. Any fines or penalties assessed to the Solstice Center as a result of disturbance caused by lessee will be transferred to the lessee.

8. **PAYMENT OF RENT:** In the event that a payment required hereunder is not received by Lessor within 10 days after the payment is due, a late charge in the amount of \$10.00 per day is paid by Lessee. The Lessee understands that any property or materials stored at or in the space are done so at the Lessee’s own risk.

9. **ALTERATIONS:** To make no alterations to the premises without first receiving the written consent of the Lessor.

10. **RIGHT OF ENTRY:** To allow the Lessor to enter the premises at any reasonable hour. The Lessor understands that some clients may need to do work which requires privacy, and the Lessor agrees herein to check in carefully and respectfully first when/if premises need to be entered.

11. SERVING OF ALCOHOLIC BEVERAGES: We prefer you refrain for serving alcohol in our facility. If you will be needing to serve alcohol, please obtain permission at the time of contracting, and you will need to provide proof of liability insurance.

12. DAMAGES: Repair of damages that do not result from conscientious use of the premises, i.e. stains from spilled wine, broken furniture, etc.; will be paid by Lessee. All utility charges, heating and lighting, and ordinary maintenance and janitorial services are to be paid for by the Solstice Center, LLC.

13. DEFAULTING ON LEASE: At the Lessor's option, it shall be deemed a breach in this lease if the Lessee defaults (a) in the payment of the rent herein; or (b) in the performance of any other term or condition of this lease. The Lessor may elect to cure such default and any expenses of curing may be added to the rent and shall become immediately due and payable.

14. No assent to any breach of any one or more of the agreements herein shall be deemed or taken to be a waiver of any other breach.

15. MEDIATION OF DISPUTES: In the event that the Lessor elects to declare a breach of this lease, the Lessor shall have the right to give the Lessee 3 days written notice requiring payment of the rent or compliance with other terms or conditions of this lease. In the event that any default remains uncorrected after 3 days written notice, the Lessor may declare the term ended and expel the Lessee and the Lessee's effects. The Lessor shall be entitled to recover from the Lessee all damages from the Lessee's default, including but not limited to the rent for the balance of the term of this lease and any expenses related to legal or other professional services.

16. TERMINATION OF LEASE BY NATURAL DISASTER: In the event the premises become untenable on account of damage by fire, flood or natural emergency, this lease may thereupon be terminated by assent of Lessor, and the rent apportioned to the date of the occurrence of such damage.

17. SCHEDULING REPAIRS DURING RENTAL: Lessor agrees to provide exclusive and undisturbed possession of space, per the terms of this contract, within reasonable ability to do so, and will schedule repairs or other activity which may disturb lessee in accordance with the spirit of this agreement. Lessor will attempt to give at least 90 days notice to Lessee concerning activity or events, such as major repairs, etc, which might substantially disturb or interfere with Lessee's use of the facility per terms of this agreement; Lessor retains the right to provide such notice, terminate this agreement and refund all deposit monies, under very unusual circumstances whereby Lessor is not able to provide the space and terms defined by this agreement.

18. In the event of any dispute arising under the terms of this lease, the parties shall engage the services of a mutually agreed-upon professional mediator. If mediation proves impossible and the matter is turned over to attorneys, the party prevailing in the dispute may receive attorneys' fees in addition to other damages and costs.

The Lessor and Lessee further agree and observe:

- a). If a whiteboard is used, please clean the surface for the next client.
- b). NO PETS ALLOWED IN THE SPACE.
- c). The Lessee is responsible for any consequences of burning wood on Non-Burning Days.
- d). If Lessee feels that they have special temperature needs, they will notify the Lessor 5 (five) days in advance.
- e). Doors, both to the Skylight Room and to the Big Room, are to be kept closed during the event.
- f). Drums of any kind are not allowed. Windows are to be kept closed during any loud events, including parties, dances, or workshops.
- g). In the Big Room, SHOES WILL NOT BE WORN. A shelf is provided.
- j). After the workshop is over, lights, heaters, thermostats, water taps, and other features of the space (such as stereos) will be turned off. If the wood stove is used, ashes must be dumped in the trash dumpster behind the building, and the fire in the stove must be extinguished with the exhaust fan ON to expel remaining smoke.
- k). Clients will close the doors to both rooms and lock the 3rd Street door(s) upon end of their event.
- l). If conditions of the lease are met, and refund of security deposit is requested, Lessor will arrange a refund of the security deposit within 14 (fourteen) days of the end of the rental period.

IN THE EVENT OF BOTH ROOMS AT THE SOLSTICE CENTER BEING RENTED TO TWO DIFFERENT GROUPS, UNDER ALMOST NO CIRCUMSTANCES MAY EITHER OF THE LESSEES, OR THEIR STUDENTS/ATTENDEES/CLIENTS/ PARTICIPANTS IN THEIR EVENTS, DISTURB THE OCCUPANTS OF THE OTHER ROOM.

Exceptions to this rule are: in the case of one Lessee's event being disturbed by, for example, the noise level of the others, in which case the offended Lessee approaches the offending Lessee in a respectful manner; and the case of an emergency situation. Often the need for a lessee to get chairs, tables, white boards, etc. that may be stored in the other room, can be anticipated in advance and arranged satisfactorily with the facility manager. Proper planning is the key to smooth functioning of the space.

Signed: This _____ day of _____, 2014.

Lessee (if signing for legal entity, please write position; e.g. why you have authority to sign)

Lessor for the Solstice Center, LLC

Additional Notes, comments, and provisions: