



# TUSTIN DANCE CENTER

PROUDLY SERVING THE GREATER TUSTIN AREA FOR OVER 40 YEARS

## Facilities Rental Agreement

This Facilities Rental Agreement ('Agreement'), is entered into on \_\_\_\_\_, by and between \_\_\_\_\_, of Tustin Dance Center ('Lessor') and \_\_\_\_\_, ('Lessee'). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

1. GRANT. Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use \_\_\_\_\_ ('Facility') for the \_\_\_\_\_ ('Event') to be held on \_\_\_\_\_ at \_\_\_\_\_.
2. DATES/TIMES OF PERMITTED USE. Access to the Facility for the Event will commence at \_\_\_\_\_ on the date of the Event and will end at \_\_\_\_\_.
3. RENTAL FEE. Lessee shall pay to Lessor as a rental fee for the use by Lessee of the studio, the sum of \$25.00 deposit fee to hold the Facility, and the sum of \$50.00 per hour, plus all other charges to be paid by Lessee under this Agreement (the 'Rental Fee').
4. CANCELLATION OF RENTAL DATE. In the event that the renter cancels his/her rental time for a specific date, renter will notify Tustin Dance Center by email and by telephone at least 24 hours before the scheduled rental. Renter loses deposit if notification of cancellation is received in less than 24 hours due to loss of opportunity to rent the facilities to another party.
5. LATE FEE. Tustin Dance Center will levy a \$20.00 late fee for rental payments received 15 days past due (according to this agreement), and an additional \$3.00 per day for each additional day after that.
6. LESSEE RESPONSIBILITY TERMS AND FEES. Lessee agrees to turn out the studio lights, turn off sound system, turn off Air Conditioning, pick-up any trash created by participants in the studio rental, and lock all external studio doors, ('Lessee Responsibilities'). A \$15 Lessee Responsibility Fee may be assessed for each rental date in which any of the 'Lessee Responsibilities' are not performed.
7. INDEMNIFICATION. Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all losses, cost (including attorney's fees), damage, expense and liability (including statutory liability and liability under worker's compensation laws) in connection with claims, judgements, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby release lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

