



STUDIO RENTER'S AGREEMENT

Steele Pilates Studio Dumbo | 145 Plymouth Street, Brooklyn, NY 11201

This Agreement is made between **TeriSteelePilates, LLC**, doing business as **Steele Pilates Studio Dumbo** ("SPS"), located at 145 Plymouth Street, Brooklyn, NY 11201, and the undersigned Renter ("Renter"). By signing below, the Renter agrees to the terms set forth in Sections 1 through 5.

1 STEELE PILATES STUDIO DUMBO PROVIDES

- Use of the private Pilates studio (back studio space)
- Equipment, props and towels
- Restroom
- Air conditioning
- Wi-Fi (if and as available)

2 STUDIO USE & RENTER RESPONSIBILITIES

- Use **only the private Pilates studio space located at the back of the studio**. Use of the Reformer/Tower small class room, the Garuda machines and/or the classroom is **prohibited unless specifically requested and paid for**. The Garuda machines are to be used by Teri Steele and her clientele only.
- The Reformer/Tower room and the classroom are booked at different rates; please inquire to reserve them. **Rentals of those spaces are prohibited when Steele Pilates classes are in session.**
- Obtain General Liability Insurance and/or Professional Liability Insurance and name **TeriSteelePilates, LLC and/or Steele Pilates Studio Dumbo** as additionally insured.
- Obtain each client's signature on a Waiver of Liability.
- Provide clients with proper directions to SPS and make them aware that they are required to wait outside if a class is in session, and until the instructor lets them in.
- Alert SPS of any accident or incident occurring at SPS as soon as possible thereafter.
- Wipe down the equipment, return it to its original location, and place all used towels in the bin.
- Pay a **cleaning fee of \$20** if the SPS studio is left unreasonably messy.

3 PAYMENT & CANCELLATION

- Pay a 100% deposit to hold any rental booking.
- Pay for additionally used hours without being requested to do so.
- Pay for Monthly Rentals by the first of the month preceding the relevant monthly booking.
- Pay a **Late Payment Charge of \$35 per late day** if complete payment is not received by the evening of the relevant booking date at the latest.
- Acknowledge the Late Cancellation Policy and understand that the pre-paid 100% deposit will not be refunded or credited unless cancellation occurs **24 hours or more in advance**.

4 RENTER'S AGREEMENT

RENTER NAME (PLEASE PRINT)

I, the Renter named above (henceforth known as "I"), have read, fully understand and agree to the terms set forth in this SPS Renter's Agreement. I furthermore agree to hold SPS harmless for any losses of income or revenue I may experience due to cancellation of this rental agreement, or closing of the SPS premises caused by building repairs that may include water or electricity shut-downs, or any other event, even if SPS and/or I am given unreasonably short notice either by the building or by SPS. (All rental fees that I have paid to SPS will be credited.) I acknowledge that this agreement is terminable at will by SPS or by me on thirty (30) days' notice without cause, and is terminable by SPS immediately for cause based on a breach of this agreement, including but not limited to a missed payment, late payment or misuse of the studio space.

SIGNATURE OF RENTER

DATE

SIGNATURE — STEELE PILATES STUDIO DUMBO

DATE

5 RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

RENTER NAME (PLEASE PRINT)

I, the Renter named above (henceforth known as "I"), hereby release, discharge, and waive any right to sue **Steele Pilates Studio Dumbo** ("SPS") and **TeriSteelePilates, LLC**, their owners, operators and lessors, and the Guarantor of SPS, each considered one of the "RELEASEES," from any and all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence or other wrongdoing of the RELEASEES or otherwise, and further agree that if, despite this release, waiver of liability and indemnity agreement, I or anyone acting on my behalf asserts a claim against any of the RELEASEES, I shall indemnify, save and hold harmless each of the RELEASEES from any loss, liability, damage, injury or cost which any RELEASEE might incur as the result of such claim, including but not limited to any attorneys' fees incurred.

Additionally, I hereby release, discharge, and will not hold responsible, and covenant to indemnify, save and hold harmless each of the RELEASEES from any loss, liability, damage, injury or cost which any person or entity may incur as the result of any and all lawsuits occurring between me and any clients of mine or other person as a result of my use of the studio located at 145 Plymouth Street, Brooklyn, NY 11201, commonly known as **Steele Pilates Studio Dumbo**, or under the terms of the SPS Renter's Agreement I have executed, or otherwise.

I have read this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability and provision of indemnification on my part to the greatest extent allowed by law.

SIGNATURE OF RENTER

DATE