

STEELE PILATES & DRAGONFLY STUDIO

1. STEELE PILATES (SP) provides

- SP studio
- equipment, props, towels
- vestibule waiting area
- beverage area with ice water, sparkling water, coffee, tea
- restroom
- air conditioning
- wifi (if and as available)

2. RENTER agrees to

- obtain General Liability Insurance and/or Professional Liability Insurance and name STEELE PILATES LLC as additionally insured
- pay a 100% deposit to hold any rental booking
- pay for additionally used hours without being requested to do so

- pay a Late Payment Charge of \$35 per late day if complete payment is not received latest on the evening of the relevant booking date
- pay for Monthly Rentals by the first of the month preceding the relevant monthly booking
- acknowledge the Late Cancellation Policy and understand that your pre paid 100% deposit will not be refunded or credited unless cancellation occurs 48 hours or more in advance
- provide clients with proper directions to SP and make them aware that they are required to call up to the suite using the intercom and wait to be buzzed in even if the door is open as someone exits
- obtain client signature on Waiver Of Liability
- alert SP of any accident or incident occurring at SP as soon as possible thereafter
- be aware that renter is responsible for washing, drying and returning used dishes back to shelves as well as wiping the equipment
- pay a cleaning fee of \$20 if the SP studio is left unreasonably messy

4. RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I _____
(henceforth known as “I”) hereby release, discharge, and waive any right to sue STEELE PILATES & DRAGONFLY STUDIO (“SPDS”) and STEELE PILATES LLC, their owners, operators and lessors, and the Guarantor of SPDS, 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 309 W. 57th Street, Suite 305, New York, N.Y., commonly known as the "STEELE PILATES & DRAGONFLY STUDIO " or under the terms of the SP Renters 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 providing indemnification on my part to the greatest extent allowed by law

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Printed Name of Renter

Today's Date

Signature of Renter