

Treatment Room Rental Contract

This treatment room rental agreement (the “**Agreement**”) is made between Mayu Meditation Cooperative (the “**Sanctuary**”) at 1804 S. Pearl St., Denver, CO 80210 (“**Property**”) and _____
(Renter’s name)
at _____ (the “**Renter**”), collectively the “**Parties.**”
(Renter’s legal address)

The Parties agree to the following terms, conditions, and fees for the use of Mayu’s treatment room (the “**Treatment Room**”). This Agreement between the Parties is valid only for the below stated Session(s) (the “**Session(s)**”). Renter will provide the Sanctuary with a new description of each unique Session for which they are requesting Treatment Room rental.

Contact information for timely communication:

Email _____ Cell Phone _____

1. SESSION & RENTAL PERIOD

(treatment description, date, start and end time, reoccurrences, etc.)

3. RENTAL FEES

Renter agrees to pay the Sanctuary all fees associated with this Rental Contract as stated below:

Rates

Hourly: \$20/hr

Half-Day: \$60 (ending at 2:00pm or beginning at 2:00pm)

Full-Day: \$90

Hourly rates include 15 min. before and 15 min. after the above stated times (“**Grace Periods**”) for set-up and break-down, at no additional cost. For morning half-day rentals the Treatment Room must be returned to its original condition and vacated by 2:00pm.

One-Time Professional Membership Share (required): \$25. Instructors at Mayu are an integral part of our community. As a co-op, instructors are required to become members of Mayu. Your Professional Membership entitles you to voting rights and other benefits. Please talk to us about the details of Mayu membership.

One-Time Set-up Fee (optional): \$35. Set-up fee provides exposure through Mayu’s marketing channels including Mayu’s website, Mayu’s Facebook page, in-house advertising, etc. Waiving this fee lets you rent space without appearing on Mayu’s marketing materials.

Overage: \$1/min for treatment room use longer than the above stated Grace Periods.

- ❖ Overages are due in full the day of the Session.
- ❖ Cancellation of the Session for any reason (weather, illness, injury or unforeseen circumstances) will **not** result in a refund of the Rental Fee.
- ❖ The Rental Fee is due in full at the time of reservation. Renter is required to provide an active credit card number to the Sanctuary at the time they reserve and pay the Rental Fee. Credit card numbers will be stored electronically and debited in the event of outstanding balances due, overages or damages. Renter will be notified 24 hrs. prior to their card being debited for additional fees other than the Rental Fee.
- ❖ If renting the Treatment Room during hours when the Sanctuary is closed, first-time Renters must visit Mayu for a mandatory orientation to learn opening & closing procedures.
- ❖ Renter is financially responsible for any theft or damage to Treatment Room supplies, as well as the Property and equipment of the Sanctuary.
- ❖ Renter agrees they will use the Treatment Room only for their stated intent. Any activities outside their session description must be requested and approved of by the Sanctuary prior to the Session.

_____ initial

4. RENTER RESPONSIBILITIES

- A. Prior to each event, Renter is responsible for:
- Marketing and advertising
 - Payments from clients including refunds or credits
 - Communication with clients including announcements of cancellation and/or rescheduling
- B. The day of each event, Renter is responsible for:
- Proper opening and closing of the Property
 - Treatment Room cleanup and cleanup of all other areas of the Property accessed by Renter or Renter's clients

5. RESTRICTIONS AND USE

- A. Treatment Room rentals include use of the treatment room, restrooms, kitchenette, as well as the following items:
- massage table
 - blankets
 - chairs
 - speakers
 - white noise machine
 - fountain

Renters are **not** allowed to use retail items for their Session.

- B. The following are permitted with prior approval:
- open flames
 - incense
- C. Renter and their clients are permitted to use:
- parking lot to the north of the building
 - any available on-street parking
- D. The following are not permitted inside the Treatment Room:
- outdoor shoes
 - food
 - beverages in un-sealable containers
- E. The following are not permitted anywhere inside the Property:
- smoking
 - alcoholic beverages
 - loud, boisterous or disrespectful activity
 - children under the age of three
 - non-service animals. Service animals are defined by Title II and Title III of the ADA as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Emotional support animals are not service animals under Title II and Title III.
 - illegal drugs or mind-altering substances of any kind (legal or illegal)
- F. The Sobriety Policy, attached hereto and incorporated hereby, must be signed by all Renters prior to using the Property.

❖ Additional charges may be incurred if Renter is found to have violated these restrictions.

6. Additional Terms

Insurance and Certification

Renter agrees they, and their agents, meet all city, county, state and national licensure or certification required for their position. Renter further agrees they carry the necessary insurance required for their Session including commercial general liability insurance in commercially reasonable amounts with coverage for claims for bodily injury, personal injury and property damage.

Renter is responsible for the safety and good order of the Property and all equipment and other property owned by the Sanctuary and/or being displayed at the Property, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by Renter or Renter’s clients, invitees, licensees, or guests, whether or not invited by the Renter. Renter must notify the Sanctuary if they notice any item or equipment that is broken, misplaced or compromised, or if the Property has been damaged.

The Sanctuary is not responsible for items left by Renter or his/her clients during or after the Session.

The Sanctuary reserves the right to eject any person or persons from the Property at any time, for any reason.

The Sanctuary 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.

Liability and Property

Renter, for itself and its directors, shareholders, members, managers, servants, employees, agents, representatives, licensees, and invitees (“Renter’s Guests”) permitted to access the Property, assumes all risks involved in the use of or presence on the Property and hereby releases and forever discharges the Sanctuary and Sanctuary’s officers, directors, shareholders, managers, members, agents, employees, successors, and assigns (“Sanctuary’s Affiliates”) from any liability for loss, damage, or injury incurred by the Renter and/or Renter’s Guests as a result of or in connection with Renter’s and/or any of Renter’s Guests’ entry or presence on, or use of, the Property. Renter agrees to indemnify, defend, and hold harmless the Sanctuary and Sanctuary’s Affiliates from and against any and all losses, costs, expenses, liabilities, damages, claims, liens, demands, actions, and causes of action whatsoever (including, without limitation, reasonable attorney and expert fees and costs) arising out of or related in any way to any loss, cost, damage, or injury, including death of any person or damage to property of any kind, which damage, loss, or injury is caused, directly or indirectly, in whole or in part, by Renter’s and/or Renter’s Guests’ use of the Property, breach of this Agreement and/or the performance of any act (or failure to person any act where a duty existed) by Renter or anyone acting on behalf of Renter in connection with the Agreement. For purposes of this provision, Renter’s Guests shall be deemed to be acting on behalf of Renter. Renter acknowledges that it has examined the Property and has accepted it in its “As-Is” condition.

Relationship of Parties

Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or a partnership or a joint venture between the Parties hereto, it being agreed that neither the method of computation of Rental Rate nor any other provision of this Agreement shall be deemed to create any relationship between the Parties hereto other than the relationship of landlord and tenant.

RENTER

Name: _____

Signature: _____

Business Name: _____

Date: _____

REPRESENTATIVE OF SANCTUARY

Name: _____

Signature: _____

Business Name: _____

Date: _____

2018 Payment Details

Rates

Hourly: \$20/hr

Half-Day: \$60 (ending at 2pm or beginning at 2pm)

Full-Day: \$90

One-Time Session (with an ending date)

100% due at time of scheduling. No refund in the event of a cancellation.

Date(s) of Session _____ Total Hrs. per Payment _____ x \$ _____ = \$ _____

Membership Share \$25

Set-up Fee \$35

Total Due at Signing \$ _____

Reoccurring Sessions (with no ending date)

100% due by day of each Session. No refund in the event of cancellations with less than 30 days notice.

Payment Schedule Daily Weekly Monthly

Beginning Date of Session _____ Total Hrs. per Payment _____ x \$ _____ = \$ _____

Membership Share \$25

Set-up Fee \$35

Total Due at Signing \$ _____

Date Pd. _____ Payment Method _____ Credit/Debit Card on file? ___Y ___N

Renter Signature _____

Mayu Signature _____

SOBRIETY POLICY

Mayu is a member-owned cooperative business established to promote mental, emotional, and spiritual health and healing, with services that are open to the public. As such, Mayu enforces a strict sobriety policy for all visitors, members, students, clients, staff, and instructors while they are on the Property.

Mayu's members consider all areas of the Property sacred space, and as such they must be safe and welcoming at all times, to all who participate. Meditation requires courage and vulnerability. To have members, students, clients or instructors that are under the influence of any illegal or mind-altering substance (legal or illegal) at Mayu would be disconcerting for our visitors, contradictory to our mission, and detrimental to the business.

Therefore, members, students, clients, staff, or instructors will not be allowed in the center who:

- 1) are chemically impaired, or by their behavior appear to be impaired**
- or**
- 2) by their aroma (on the breath or clothing) cause the suspicion of being impaired**

By signing below you agree that you will:

1. Arrive for your session sober

initial

2. Not carry on your breath or clothing the fragrance of alcohol, marijuana, nor any other illegal drug or mind-altering substance (legal or illegal)

initial

3. Maintain a safe environment for your clients by dismissing those who show up for your sessions under the influence of illegal drugs or mind-altering substances (legal or illegal)

initial

Any breach of this agreement may result in termination of your sessions, removal of your name and sessions from Mayu promotional material, and forfeiture of facilitating future sessions at Mayu.

Name: _____

Signature: _____

Business Name: _____

Date _____