

FACILITY RENTAL AGREEMENT

1. **THE PARTIES.** This Facility Rental Agreement ("Agreement") made on [DATE], by and between:

Renter: [RENTER'S NAME] with a mailing address of [RENTER'S MAILING ADDRESS] ("Renter"), and
Landlord: W Design Collective LLC with a mailing address of 2408 Kentucky Ave Holladay, UT 84117
("Landlord").

Landlord and Renter are each referred to herein as a "Party" and, collectively, as the "Parties."

1. **FACILITY.** The Renter agrees to temporarily lease as part of W Design Collective's daily operations, occupy, and make use of the Landlord's space located at:
 - a. Property Address: 2408 Kentucky Ave, Holladay, UT 84117
 - b. Description: With Access to the Open space on the West side of the building and outdoor patio areas, kitchen, bathrooms and parking lot.
 - c. Use of Facility: [DESCRIBE USE]

Hereinafter known as the "Facility."

1. **LEASE PERIOD.** The Renter shall have access to use the Facility for:
 - a. Start Date: [START DATE]
 - b. End Date: [END DATE]
 - c. Start Time: [START TIME] AM PM
 - d. End Time: [END TIME] AM PM

Hereinafter known as the "Lease Period."

1. **RENT.** To lease the Facility, the Renter agrees to pay: (check one)

- **A Flat Fee.** A total of \$[AMOUNT].
- **Hourly Fee.** \$[AMOUNT] per hour.
- **Other:** [OTHER]

Hereinafter known as the "Rent."

1. **DEPOSIT.** The Landlord requires: (check one)

- **NO Deposit.**
- **Deposit.** \$[AMOUNT] refundable non-refundable payment is required at the execution of this Agreement ("Deposit").

1. **OVERTIME.** If, for any reason, the Renter overstays the Lease Period, the Landlord shall: (check one)

- **NOT Charge Overtime.** No fees will be charged to the Renter.
- **Charge Overtime.** A fee equal to \$[AMOUNT] per hour shall be charged to the Renter for their excessive use.

1. **PAYMENT.** The Renter shall be required to pay the Rent upon: (check one)

- **Receipt of Invoice.** The Renter has [#] days to pay upon receipt.
- **Specific Date.** By [DATE].
- **Other:** [OTHER]

1. **METHODS OF PAYMENT.** The Landlord's acceptable methods of payment are as follows: (check all that apply)

- **Cash**
- **Check**
- **Credit Card**
- **Venmo**
- **Other:** [DESCRIBE]

1. **CHANGES.** Changes to this Agreement by the Renter: (check one)

- **CANNOT be Made.** Unless the Landlord grants written consent, no changes can be made to this Agreement.
- **Can be Made.** A change or cancellation of this Agreement is allowed no sooner than [#] days prior to the Lease Period ("Grace Period"). No change or cancellation will be honored if it falls after the aforementioned Grace Period.

1. **LATE FEES.** If a payment due by the Renter is not made within the requirements mentioned in this Agreement, there will be: (check one)

- **NO Late Fee.** There shall be no late fee due by the Renter.
- **A Late Fee.** The Renter will be charged: (check one)
 - A Flat Fee. The flat fee is equal to \$[AMOUNT] for each day payment is late.
 - Based on Interest. Interest at a rate of [#]% per annum, compounding monthly, will be charged on the outstanding balance for each month or part thereof that the payment is late.

1. **AMENITIES.** In addition to delivering the Facility, the Landlord agrees to: (check all that apply)

- **Provide Amenities.** In addition to the Facility, the Landlord to make the following amenities available to the Renter: (check all that apply)
 - Audio Equipment.
 - Changing Rooms/Dressing Rooms.
 - Disability/Wheelchair Access.
 - Furniture.
 - Internet/Wi-Fi.
 - Kitchen Facilities.
 - Parking.
 - Restrooms.
 - Trash/Waste Management.

a. Separate Payment. The amenities shall be: (check one)

- **NOT Charged Separately (from the Rent).**
- **Charged Separately.** The amenities are separately as described: [DESCRIBE]

1. **ALCOHOL.** Alcohol service is not permitted onsite at this time.

1. **CLEANUP.** At the end of the Lease Period, the Renter: (check one)

- **Responsible for Cleanup.** The Renter is responsible for the cleanup of the Facility after the Lease Period. The Facility shall be given back to the Landlord in the same condition at the start of the Lease Period.

1. **MAXIMUM OCCUPANCY.** At the Facility, the Landlord has:

- **Limit on Attendees.** There is a maximum limit of [] attendees permitted at the Facility at any time due to fire hazard concerns. Any violation of this section will immediately terminate this Agreement under default by the Renter.

1. **INSURANCE.** The Renter is: (check one)

- **NOT Required to Obtain Insurance.** The Renter is not required to obtain insurance. The Renter shall be solely responsible for any bodily injury, property damage, or any other actions that may occur at the Facility during the Lease Period.

1. **DISPUTE RESOLUTION.** Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process.

If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its own costs and fees associated with the arbitration.

In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.

1. **HOLD HARMLESS.** The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue and the following:
- a. **Right to Cancel.** The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 30 days' written notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
 - b. **Failure to Comply.** The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.
 - c. **Natural Disasters.** If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled by the Landlord. In such an event, the Landlord agrees to refund the Renter any amounts already paid, including the Deposit.
1. **SEVERABILITY.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.
1. **GOVERNING LAW.** This Agreement shall be governed under the laws in the State where the Venue is located.
1. **ADDITIONAL TERMS & CONDITIONS.** [ENTER ADDITIONAL TERMS]
1. **ENTIRE AGREEMENT.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.

Renter's Signature: _____ **Date:** _____

Print Name: _____

Landlord's Signature: _____ **Date:** _____

Print Name: _____