Delegrace Dance Academy

5226 Georgia Hwy 85

Forest Park, Georgia 30297

**Rental Agreement**

This agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_ , between the Delegrace Dance Academy (“Owner”), at 5226 Georgia Hwy 85, Forest Park, GA 30297 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Renter”), *(name of Renter)* of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. *(address of Renter)*

1. The Owner agrees to rent to Renter and Renter agrees to rent from Owner the use of the Delegrace Dance Academy (“the Premises”) for the following:

Rental time is limited to the above schedule. If there is not a class immediately before Renter’s scheduled time, Renter may come 15 minutes early to set up and if there is not a class after, Renter may allow 15 minutes to clean.

1. Fees for Renter’s use of the Premises:

Rates: Hourly $50.00. Equipment setup that will require extra time needs to be factored into the hourly rental quote.

*$50 per Hour for \_\_\_\_\_hours*

Total = \_\_\_\_\_\_

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

All rental payments shall be made payable in full to “Deanna Williams or Mark Williams” by Cash app or paypal 48 hours before scheduled event.

1. Renter has paid Owner a deposit in the amount of: *$\_\_\_\_\_\_ deposit (50% of total rental amt)*

* Applicant understands that once this Agreement is signed by Applicant, and the holding deposit is received by Owner/Agent, the premises will be taken off the market and reserved for Applicant, and other potential applicants will be turned away. However, this Holding Deposit Agreement will be binding upon execution by Owner/Agent and Applicant.  In no event shall the Deposit be refundable to Buyer. The Deposit shall be credited against the cash portion of the Purchase Price at execution of the agreement.

Renter has paid Owner a cleaner fee in the amount of: **$50**

The deposit shall be held as security for cleaning and/or repair of any damage to the Premises by Renter or its customers, students, or invitees. The deposit shall be returned to Renter within 10 days of the termination of this Agreement. The Renter shall be notified in writing (including email or text message) if a charge is claimed against the deposit.

1. Renter shall not make copies of its key or allow others to use it.
2. **ARRIVE AND LEAVE ON TIME**  
   • The lease shall start and end as set forth in this Agreement; set-up and clean-up time must take place during hours set forth in this Agreement.  
   • An hourly charge of $50.00 per hour will be applied for each additional hour that extends beyond rental terms, as set forth in this Agreement.
3. **BE RESPECTFUL OF OUR NEIGHBORS**  
   • Be present at all times during the rental  
   • Keep the event or session contained within the studio  
   • Maintain adult supervision of minors at all times  
   • Clean up trash or other items on premises prior to leaving
4. Renter has inspected the Premises and finds it free from faults that would affect its safe operation for Renter’s intended use. Renter shall not use the Premises for any purpose or in any manner which is contrary to applicable law, or dangerous or unsafe, or which would create a nuisance or damage to reputation of the Premises or Owner.
5. Renter shall leave the Premises in good and clean condition after each use. The $50 cleaning charge shall not be refunded if the premises is not left in a good and clean condition after each use.
6. Renter shall be financially responsible for any damage caused to Premises by Renter or any customers, students, or invitees of Renter. Further, the Renter agrees to fully indemnify the Owner for any damage to or loss of the property during the term of this Agreement, unless such loss or damage is caused by a defect of the Premises.
7. Owner shall not be responsible for any personal property of Renter or any customers, students, or invitees of Renter left in the Premises.
8. Renter may not assign or transfer any rights under this Agreement to any other person, nor allow the Premises to be used by any other person, without the written consent of the Owner.
9. This Agreement may be terminated by either party under the following circumstances:

*All Bookings are subject to Delegrace Dance Academy Grace Period policy which provides a full refund for Bookings cancelled within 24 hours from receipt of a Booking Confirmation.*

*Guests may cancel their Booking until 48 hours before the event start time and will receive a refund of their Booking Price not including the deposit (ex. Full booking price is $500 for 10 hours, $250 for holding deposit, renter decides to cancel 2 days (48hrs) before the event, renter would only receive $250 in return). In no event shall the Deposit be refundable to Buyer. The Deposit shall be credited against the cash portion of the Purchase Price at signing. Booking cancellations submitted less than 48 hours before the Event start time are not refundable.*

Any breach of this Agreement shall be grounds for immediate termination of this Agreement by Owner.

1. This Agreement is governed by the laws of the State of Georgia. Any dispute related to this Agreement shall be settled by mediation. If mediation is unsuccessful, the dispute shall be settled by binding arbitration using an arbitrator of the American Arbitration Association.
2. This Agreement, including all addendums, sets forth the entire understanding of Owner and Renter with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between Owner and Renter with respect to the subject matter.
3. Owner shall not be liable for any injury, loss, or damage caused by any use of the Premises. Renter is responsible for the safety and well-being of all people during the time they are in the Premises and shall indemnify, hold harmless, and defend Owner from any claim, loss, or liability arising out of any activity of Renter, or any customers, students, or invitees of Renter on the Premises.
4. It is Renter’s sole responsibility to obtain from each customer, student, or invitee, a document waiving and releasing Owner from any claim made by a customer, student, or invitee for injury or damage while present in the Premises. Renter may use its own waiver and release form or use may request a waiver and release form from Owner.
5. Renter shall carry its own liability insurance and shall name Owner (“Delegrace Dance Academy”) as an additional insured on such policy.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Renter Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Renter (Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Renter Phone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Renter Email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Deanna Williams, in her capacity as sole member

& owner of Delegrace Dance Academy LLC  
678-925-9997  
delegracedance@yahoo.com

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date