

# IRONWOOD YOGA STUDIOS

## STUDIO RENTAL RULES AND AGREEMENTS

### STUDIO RULES & GUIDELINES

- 50% deposit due at time of booking. Remaining rental fees due on rental day
- Fees for additional time that was not billed during the initial booking will be due at the end of the rental period
- \*\*\*Rental time begins promptly at the prescribed starting time and ends promptly at the prescribed ending time, regardless if renter and/or renter's party is late\*\*\*
- \*\*\*Rental time includes load-in, setup, tear down and cleaning. The studio must be cleaned and vacated by the scheduled end time and no later, please consider this when booking your rental.\*\*\*
- \$85/hour for groups up to 14 people. Additional charges will apply to groups of 15+.
- \$150 minimum cleaning fee required for excessively dirty studio and large groups or production crews exceeding 15 people.
- Rental time begins and ends at the scheduled time regardless if renter and/or renter's party is late.
- Rental time includes setup and teardown.
- Absolutely no smoking inside the studio, building or near the front door.
- Projects involving smoke must have prior consent of a company representative
- Projects involved with smoke, large props and/or animals must get studio representatives consent.
- Renter must provide additional insurance for large productions and events.
- Parking is available in any of the stalls in the parking lot, however, **MUST LEAVE TWO STALLS IN FRONT OF THE ORGANIC LIVING STORE FOR BUSINESS OWNER.**
- Outside catering / vendors allowed - Must drop at the front door.
- NO fire, NO glitter or harsh chemicals allowed
- Guests are responsible to clean up after themselves and dispose of trash in the trash bins provided.
- No one will be admitted who is under the influence of alcohol or illegal substances
- No pets allowed without prior consent of a company representative
- All small and/or hard to clean material (confetti, hair cutting, feathers, food products, body paint, etc.) require approval from a company representative. \$50 minimum cleaning fee required, additional charges may apply depending on studio condition at wrap.
- Maximum of 10 people in the renter's party. Total 15 people max in the studio at one time. Additional fee of \$5 per each person over the limit will apply
- The available furniture in the space can be moved around to accommodate your needs, however all furniture must be treated with respect and be placed back.
- Music is to be kept at reasonable levels
- Studio lighting is provided upon request, at no additional cost.
- Renter is responsible for studio lighting setup and tear down.
- All pre-installed paper backdrops (black, white, grey) are free with rentals.

- Color backdrops can be installed for \$25 (Colors vary and subject to availability, call for current list)
- Special order backdrop colors can be requested and installed for \$85 (7 day notice required)

## **STUDIO EQUIPMENT**

- Studio lighting will be provided upon request, at no additional cost
- Renter is responsible for studio lighting setup and tear down
- All pre-installed paper backdrops (black, brown, white & grey) are free with rentals
- \$15 fee for full sweep/roll out of white seamless on the floor
- Color backdrops can be installed for \$25 (Colors vary and subject to availability, call for current list)
- Special order backdrop colors can be requested and installed for \$85 (7 day notice required)

## **CANCELLATION AND RESCHEDULING**

- Full refund for cancellations made more than 48-hours before scheduled rental
- No refund for cancellations made less than 48-hours before scheduled rental
- 25 percent reschedule fee if notice is less than 48-hours before scheduled rental
- To cancel, send email to [info@ironwoodyogastudios.com](mailto:info@ironwoodyogastudios.com)

## **RENTAL TERMS**

This agreement confirms the rental of Ironwood Yoga Studios for the day(s) and rate specified and obligates the undersigned to pay the amount of the rental noted above, including any additional unforeseen expenses incurred during the dates of the rental. Unforeseen expenses might include, but are not limited to; additional rental days, overtime, equipment rental, damages, clean - up fees, waiting time for sets, props, equipment, etc.

### **Rates**

Rental Rates are set by the most current version of the rental rate sheet in effect at the time of signing.

### **Payments & Deposits**

In order to secure reservation, the Renter will provide Ironwood Yoga Studios with 50% deposit, signed Rental Agreement and if required Certificate of insurance. By signing this Rental Agreement and booking Ironwood Yoga Studios, Renter agrees to pay the hourly/daily rate for each day booked regardless of cancellation. Transaction fees are included.

All payments are due in full before or on the studio rental date by credit card, cash or check only, unless other terms have been established. Ironwood Yoga Studio shall have no obligation to hold the studio space for the rental period designated below unless the Renter provides it with a non-refundable deposit of 50% of the rental fee. Interest will accrue on all accounts in default for more

than 20 days. Renter must have current credit card authorization form on file. Ironwood Yoga Studios has the right to charge all amounts that are past due to renter's credit card. Renter authorizes Ironwood Yoga Studios to charge the Renters credit card on file for the rental fee and for any overtime or clean up fees. Please make all checks payable to: Ironwood Yoga Studios.

### **Overnight Storage**

Overnight Storage may be pre-arranged for an additional fee.

### **Cancellations & Reschedules**

Cancellations and rescheduling must be in writing, no less than 48 hours prior to booking at no charge. If Ironwood Yoga Studios receives no written notice of cancellation, the client shall forfeit their deposit. If client cancels their reservation with less than 48 hours notice, A 25% fee will be charged for cancellations within 48 hours of the beginning of your rental.

### **Length of use**

Rental periods are pre-arranged at the time of booking. Renter's rental time begins promptly at the prescribed starting time and ends promptly at the prescribed ending time. Rental time includes set up and tear down so please consider that while booking. Studio must be cleaned and vacated by the end of the rental period. No prior drop-off and/or pick up after completion of shoot, of equipment, props etc unless negotiated at time of rental contract. Any renter that goes past the 15 minute grace period of the original end time of their booking will be charged an additional hour of \$55/hour. Renters are subject to a \$15 per hour additional charge to every hour booked after 8:00pm. Additional fees may apply.

### **Equipment**

Company agrees to provide equipment in good working order, but makes no special guarantees as to suitability to the renter's purposes. Renter shall notify company immediately of any malfunction, damage or other issues with the equipment.

### **Conduct**

We at Ironwood Yoga Studios maintain a clean and professional environment. Renter shall be solely responsible for the conduct and welfare of all persons accompanying renter while on the company's premises. Renter agrees that the company representative will be present at all times. If the representative observes or otherwise becomes aware of dangerous, pornographic, illegal or negligent practices or activities, the representative reserves the right to stop the shoot and may require renter and renter's party to leave immediately. In such cases, no refund will be given for unused time. However, company and it's representatives assume no responsibility to act in such cases.

### **Insurance**

Businesses, corporations, Production Companies and other legal entities may be required to present a certificate of general liability insurance naming Ironwood Yoga Studios as additionally insured on the dates of rental in order to rent equipment and/or studio space prior to the booked date. Renter shall provide Ironwood Yoga Studios with Certificate of Insurance evidencing Renter maintenance of policy of liability insurance in the amount of \$1,000,000 per occurrence and comprehensive insurance equal to the replacement value of rented equipment. If claim occurs, Renter is responsible for paying any deductibles in their insurance policy.

### **Garbage & Trash**

The studio expects and will take care of the trash from the supplied trash cans. Any trash exceeding that must be disposed of by the renter in the dumpster behind the building. In cases of extreme waste there may be an additional fee applied of no less than \$50.

### **Cleaning**

The studio must be left in the same condition as when the Renter arrives. All furniture and items moved during the day must be returned to their original locations. In the event that the studio is left in poor condition, there will be a minimum \$100.00 cleaning charge.

### **Storage and preload.**

Large items delivered before paid rental date(s) may be stored for an additional \$75/day. If the studio is available and you would like to preload and set up the day before you may do so for an additional \$100/day.

## **LIABILITY WAIVER AND INDEMNITY AGREEMENT**

In consideration of being allowed to use studio space for any of the following: Yoga, movement or dance classes, photography, video production art show or any gathering, Ironwood Yoga Studios, LLC, I release, and agree to defend, indemnify, and hold harmless Ironwood Yoga Studios, LLC, its members, managers, agents, successors and assigns, landlords, instructors, facilitators and employees from any and all claims, demands, liabilities, losses, expenses, and attorneys' fees (including claims based on negligence) arising out of or relating to personal injury, theft, illness, death, or property damage, which I may sustain or incur, or for which I may be liable to others, in any way connected with the practice of yoga, dance or any other type of class at Ironwood Yoga Studios, LLC or the use of its equipment or facilities.

Ironwood Yoga Studio rents its facility, including equipment, to its customers with the understanding that in no event shall Ironwood Yoga Studios be held liable for direct, indirect, incidental, or consequential damage, mishaps, accidents, or loss due to the use of this facility or equipment used by its customers.

This Liability Waiver and Indemnity Agreement shall apply to ANY CLAIM, EVEN IF CAUSED BY IRONWOOD YOGA STUDIOS, LLC's NEGLIGENCE. The only claims not released are those based upon Ironwood Yoga Studios LLC's willful misconduct, recklessness, or gross negligence.

## **ASSUMPTION OF RISK**

I understand that there may be risks or dangers involved in practicing yoga or any type of physical exercise due to negligence on my own part, or the negligence of others, or due to improper use of equipment or facilities. I assume full responsibility for the risks and dangers to which I am exposing myself, and I accept full responsibility for any injury or death that may result from the practice of yoga, any exercise at Ironwood Yoga Studios, LLC and the use of its equipment or facilities.

## **BINDING EFFECT**

I have carefully read and understand this agreement and all of its terms. I understand that this document is a Liability Waiver and Indemnity Agreement that, in the event of death or injury to person or property, will prevent me, my heirs, my family members, my estate, and my personal representatives from recovering damages from Ironwood Yogas Studios, LLC. I enter into this agreement freely and voluntarily and agree it is binding on me, my heirs, my family members, my estate, and my personal representatives. Age and Health. I certify that I am 18 years or older. If I am under 18 years of age, I have disclosed this information to Ironwood Yoga Studios, LLC. I am in good health and I am physically able to participate in this physical activity. In the event that I am pregnant, I will not attend a yoga class until I have discussed participation with my obstetrician. I will follow my doctor's recommendations and will not hold Ironwood Yoga Studios, LLC responsible for any injuries to my pregnancy caused in part or in whole by my failure to follow my doctor's recommendation.

## **PERSONAL BELONGINGS**

I understand that I am responsible for all of my belongings, including items left in the changing areas or restroom, and accordingly release Ironwood Yoga Studios, LLC from any liability should they be lost or stolen.

## **PHOTOGRAPHY**

Ironwood may take photos of the facility and its inhabitants. These are taken respectfully and tasteful images may be posted on the Ironwood website and/or social media avenues. No photos will be taken with the renters written request.

## **SEVERABILITY**

If a court of competent jurisdiction deems any provision of this Liability Waiver and Indemnity Agreement invalid or unenforceable, all other provisions will remain in full force and effect. I agree that this Liability Waiver and Indemnity Agreement will remain in full force and effect and I am bound by its terms so long as I am ever on the premises or using the facilities at Ironwood Yoga Studios, LLC. If I am under 18 years of age I agree that this Agreement will remain in full force and effect and I will be bound by its terms even after reaching the age of majority. By registering I am agreeing to the terms of this Liability Waiver and Indemnity Agreement of my own free act and deed and I intend to be bound by it.

This Studio Booking Confirmation and the use of the studio contemplated herein shall be exclusively governed by and construed in accordance with the laws of the State of Arizona.

This Studio Booking Confirmation contains the entire understanding between the parties and supersedes any prior agreements or understandings whether written or oral.

This Studio Booking Confirmation may not be modified or amended except by an agreement in writing executed by both parties 48 hours prior to booking. Ironwood Yoga Studios does not authorize its agents to sign any 3rd party agreements on its behalf.

## **ARBITRATION**

If the parties are unable to resolve any controversy or claim arising under this Agreement, they agree to submit the dispute or claim to binding arbitration subject to the commercial arbitration rules of the American Arbitration Association. This arbitration will take place in Phoenix, Arizona. The parties further agree that any such controversy or claim shall be submitted to one arbitrator selected from the panels of arbitrators of the American Arbitration Association. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$200.