

Harmony & Health Wellness Center Lease Agreement

This AGREEMENT made and entered into this _____ day of _____, by and between the Harmony & Health, Inc. (hereinafter referred to as "Harmony & Health"); and _____, (hereinafter referred to as "Lessee");

WITNESSETH:

Harmony & Health agrees to lease to Lessee and does hereby least and lease to Lessee; and Lessee agrees to lease from Harmony & Health, the designated space at Harmony & Health Wellness Center (hereinafter "leased premises") upon the following terms and conditions:

The following information is hereby incorporated in this Lease Agreement:

Contact person: _____

Address to return deposit: _____

Purpose of function: _____

Designated Leased Space: _____

Contact phone number: _____ Alternative phone number: _____

Email Address: _____

Date of function: _____ Event start time: _____ End time: _____

Approximate number of people: _____

That in consideration of said lease, Lessee agrees to pay _____ Dollars (tax included), for each day of said lease. In the event that this Lease Agreement is cancelled by Lessee at least ninety (90) days prior to the lease date, all of said lease amount shall be refunded. In the event the lease is cancelled less than ninety (90) days before the event, Harmony & Health shall retain fifty dollars (\$50.00) of said lease amount, unless waived by Harmony & Health.

In addition, seventy-five dollars (\$75.00) shall be paid as a Damage and Clean-Up Deposit, which is refundable, according to the terms set out below. All of said money shall be due with the execution of this Agreement and made payable to Harmony & Health. In the event all of said payment is not made at the time of execution of this Agreement, this Agreement shall have no effect and Harmony & Health has no obligation to hold the leased premises for the date and time indicated above for Lessee. Lessee shall not sublease the leased premises.

Full payment of \$_____ (rental + \$75 damage deposit) is required before lease will be reserved on specified date.

1.) Lessee must be at least 21 years of age.

2.) Housekeeping Instructions:

- Facility is tobacco free (cigarettes, e-cigarettes and vaping all prohibited)

- Lessee shall be responsible for setting up and putting away tables & chairs used during the lease. This includes wiping down the tables and chairs after use. Lessee shall not drag the tables across the floor and must lift them when moving.
- Lessee shall maintain the leased premises in a neat, clean condition.
- Lessee shall be responsible for cleaning leased premises and outdoor areas in accordance with Housekeeping checklist posted, in a manner satisfactory to Harmony & Health.
- All trash and debris should be bagged and removed from Harmony & Health building after use.
- Nothing may be attached (tape, nailed, sticky tack or command strip) to the walls, floors and/or ceiling of the leased premises, only free-standing decorations are allowed. (There will be easels and small tables available for use if needed to display items).
- No confetti, silly string or glitter is allowed inside or outside the leased premises.
- No fireworks allowed on Harmony & Health grounds
- Temperature in building is controlled by Harmony & Health Wellness Center.
- Lessee shall be responsible for assuring that Lessee and all guests abide by said prohibitions.

3.) Should Lessee fail to return and surrender the leased premises to its original condition upon vacating the leased premises, Lessee shall pay or reimburse to Harmony & Health the cost of Harmony & Health's labor and materials necessary required to return the leased premises to its original condition, which shall be deducted from the deposit.

If the cost of cleanup or damage to the leased premises exceeds the deposit, the deposit shall be applied to the amount owed Harmony & Health and Lessee shall pay the additional amount within thirty (30) days of the date of the function. If the leased premises are returned in their original condition, Harmony & Health shall reimburse to Lessee the seventy-five dollars (\$75.00) deposit. Said deposit, or portion of the deposit with an explanation of the amounts withheld, shall be returned to Lessee within thirty (30) days of the date of the function.

4.) There is a kitchenette area in the leased premises. However, no actual food preparation is permitted either inside or outside the leased premises. The kitchen shall be used for food storage and serving purposes only. Lessee shall be responsible for providing their own table service, paperware, and any other supplies they may need. The leased premises shall not be used for storage of supplies prior to or after the term of this Lease Agreement. Other therapy rooms, retail store, and maintenance room are not to be used or accessed.

5.) Lessee is responsible for locking the leased premises and turning off all lights upon leaving.

6.) Harmony & Health assumes no responsibility whatsoever for any property brought onto the leased premises by the Lessee, and Harmony & Health, its owners, employees and associates hereby are expressly relieved and discharged from any and all liability for any loss, damage or destruction of property that may be sustained by the Lessee.

7.) Lessee agrees to indemnify and hold harmless Harmony & Health, its owners, employees, and associates from any liability or loss resulting from personal injury, property damage or other tort occurring on the leased premises during the term of this lease, or as a result of this lease, and occasioned by the negligence or intentional acts or omissions of the Lessee, Lessee's guests, Lessee's agents, employees, invitees, customers, or the employees or associates of any business owned in whole or part by the Lessee. Liability to Harmony & Health shall include any damages which Harmony & Health may be required to pay, court costs and attorneys' fees.

It is understood that if the facility is not left in satisfactory order and/or is damaged in any way, the person signing this request shall be held financially accountable and responsible. The Lessee is responsible for any damage that occurs to any part of the building or building contents during lease (examples: walls, floor, tables, chair, etc.)

8.) Any violations of this Agreement may result in loss of deposit, and the Lessee paying for additional damages.

9.) If alcohol is brought onto leased premises by Lessee or by any guest, Lessee shall be responsible for use thereof and in compliance with all local, state and federal laws related to the same. Lessee is responsible for obtaining the services of an alcohol caterer when necessary to comply with all local, state and federal laws.

10.) Harmony & Health, Inc. reserves the right to refuse to lease to anyone for any reason at any time and to negotiate the lease contract with any party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

HARMONY & HEALTH, INC.

LESSEE

By: _____

Signature

Signature

Printed Name

Printed Name

Title

OFFICE USE ONLY:

Amount Received: _____ Cash / Check # _____ Initials _____

Comments: _____
