

INDEPENDENT CONTRACTOR RIGHT TO USE DESIGNATED
SPACE RENTAL AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, _2016_ (the "Contract Date"), by and between Yoga Hale, LLC. (hereinafter referred to as "Yoga Hale" or "The Studio") and _____, (hereinafter referred to as "Contractor"). This agreement shall become effective and enforceable only as set forth in Section 3 below (the "Effective Date").

1. DEPOSITS:

- a. Deposit for use \$99 _____
- b. Key & Cleaning Deposit \$50 \$ _____
- c. Air Conditioning Deposit \$50 \$ _____
- d. Speakers & Equipment use deposit \$300: \$ _____
 - i. All equipment cords, power cords and all items used must be put back in the proper place where it is stored and in the manner in which it was found.

2. PAYMENT: Due in Full before the day of event

3. SPACE USE

- a. Definition: Ability to use _____ ROOM during the hours of, Starting at _____ am/pm ending at _____ am/pm.
- b. It is agreed upon this day _____, 2016, that contractor will have use of designated space as listed above.
- c. The cost is \$ _____/hourly.
- d. Payment is due the 1st of every month. There is a 5 day grace period and if not paid by business day end on the 5th, there will be a \$50 late fee assessed every 5 days if it continues to be overdue.
- e. 30 day notice is required by either party to terminate agreement for any reason. Termination must be in writing. Email acceptable (confirm receipt).

4. RULES & REGULATIONS

- a. No personal access is allowed treatment rooms.
- b. Parking is below and or far left. First 20 spaces closest to the front entrance are reserved for patrons.
- c. No Smoking anywhere near the premises or lanai, including front parking lot
- d. Extra supplies for bathrooms (e.g. shower soap) is required if used up (larger events)
- e. Air Conditioning must be turned off if paying for use of A/C

5. INSURANCE Contractor needs to provide a Certificate of Insurance with a minimum of \$100,000 liability insurance coverage per incident with Yoga Hale listed as the additionally insured. It needs to be provided to Yoga Hale, LLC. Printed and Handed to Member, e-mail is not acceptable.

6. Credit Card on File:

- a. _____
- b. Exp: _____
- c. Vin: _____
- d. Zip code: _____

7. CONFIDENTIALITY

- a. During the term of this Agreement, Contractor shall use his/her best efforts to perform his/her duties hereunder and to advance the interest of the Studio. Contractor hereby agrees to maintain strict confidentiality with regard to all services rendered to Studio members, and their guests by Contractor on behalf of the Studio, and further agrees to maintain strict confidentiality with regard to any and all information concerning the Studio members and guests.

8. COMPLIANCE WITH APPLICABLE LAWS

- a. Contractor agrees that all services contracted for herein shall be conducted in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body. Contractor assumes full responsibility for compliance with all applicable licensing laws and for the payment of all contributions, payroll taxes or assessment, state or federal, as to any or all of Contractor's employees engaged in the performance of work hereunder, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any relevant local, state or federal act. Contractor also agrees to furnish the Studio, upon request, a certificate or other evidence of compliance with local, state or federal law covering licensing contributions, taxes and assessments on payrolls.

9. FILES AND RECORDS

- a. All books, files, records, charts, documents and data pertaining to the Studio, including Studio files, shall remain the sole and exclusive property of the Studio during the period of this Agreement and thereafter. Contractor shall, at all times, maintain the confidentiality of the information contained in each of said books, files, records, charts, documents, data and client files, either material or electronic.

10. INDEMNIFICATION

- a. Contractor shall forever hold the Studio, including its employees and members (hereinafter in this Paragraph 14, collectively referred to as "the Studio"), harmless of, from and against, and shall defend the Studio against and indemnify the Studio from and against any and all liability which might be asserted against the Studio, and any and all costs, expenses and damages which might be sustained by the Studio by virtue of, arising out of, or in connection with the services and or obligations of contractor under this Agreement. The insurance and indemnification obligations provided herein shall survive the termination and or expiration of this Agreement.

11. ARBITRATION

- a. Any controversy arising out of, or relating to this Agreement, or the breach thereof, shall be determined by Arbitration in accordance with the rules then being applied by the American Arbitration Association and in accordance with all applicable state and federal laws, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be made by application of the statutory and common law of the State of Hawaii to the facts as found by the arbitrator. The proceeding shall be transcribed by a court reporter unless the parties agree otherwise. The referenced proceeding shall be held in Hawaii County, Hawaii, in accordance with Section 14(h), herein below. The arbitrator shall award the prevailing party, in any such dispute, all reasonable costs and attorney's fees in addition to any other award or relief given as provided in Section 14(g), below.

12. TERMINATION OF AGREEMENT

- a. By Notice: Notwithstanding any other provision of this Agreement, either party hereto may termination this Agreement at any time by giving 30 days written notice to the other party.

Notice will not be required, but may be provided by the Studio in its sole discretion, in the event Contractor defaults in the performance of this Agreement or materially breeches any of its provisions as follows:

- i. Complaints received by the Studio concerning Contractor’s services;
 - ii. Dishonesty by Contractor or conduct by Contractor which raises ethical concerns;
 - iii. Unprofessional or inappropriate conduct on the part of Contractor, as may be solely determined by the Studio consistent with established Studio policies;
 - iv. Contractor’s failure to maintain his/her applicable licenses in both current status and good status during any portion of the terms of this Agreement;
 - v. Contractor’s failure to maintain insurance and/or provide a current certificate of insurance, as set forth in paragraph 7 above;
 - vi. Any conduct which the Studio, in its sole discretion, determines to be potentially injurious to or detrimental to the interest of individual members, guest, or the Studio itself.
- b. By Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
- i. Bankruptcy, insolvency, or dissolution of either party;
 - ii. Death of Contractor
 - iii. Assignment of this Agreement by either party, with or without the prior written consent of the other party;
 - iv. Initiation of civil proceeding or the filing of criminal charges against Contractor in connection with the performance of his/her duties hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written. The undersigned have fully read and understand the contents of this Agreement.

YOGA HALE, LLC. Member

Dated: _____

By: _____

CONTRACTOR:

Dated: _____

By: _____