

Rehearsal Space Occupancy Agreement v140808

Reverb Rehearsal Studios - reverbrehearsal.com

1700 Lincoln Ave Vancouver Washington USA 98660 (360) 213-0465

Mail address: 506 Washington Street Vancouver WA 98660

Date Today: _____ Space _____ Month Occupancy Charge \$ _____

Room Deposit \$ _____ * Key Deposits \$ _____ ** = Total Deposits \$ _____

* Room Deposit is returned to the primary signer of this agreement. **Key Deposits are returned directly to whoever physically returns the key unless instructed otherwise. Keys returned to drop-box will be paid to the primary signer unless instructed otherwise by primary signer.

Rent Paid Today \$ _____ Deposit Paid Today \$ _____ = Total Amount Paid Today \$ _____

Deposit Balance \$ _____ Due Date _____

First normal monthly payment of \$ _____ due on or before _____.

Driver's License No. _____ State _____ Exp. _____

Full Name _____ E-Mail _____

Address _____ City _____ State _____ Zip _____

1. **Terms of Occupancy.** This is a month to month agreement having a minimum length of 1 calendar month and automatically renews. **Rent is due on the 1st day of each month** and must be paid for in full without demand being made by Owner. Occupant agrees that if all charges due are not paid, Owner may deny Occupant access to the storage unit until all charges are paid and apply a LATE FEE. Owner may change the terms of this agreement at any time. Any changes of this agreement by the Owner will be posted in clear view on the billboard inside Reverb Rehearsal Studios. **Payment can be made by (please be sure to designate what studio): PayPal to paypal@reverbrehearsal.com or via the red drop box located inside of Reverb Rehearsal Studios.** The primary signer of this contract is responsible for collecting payment and submitting all due rents as **ONE PAYMENT, NO PARTIAL PAYMENTS**.

2. **Additional Fees.** **A \$50 LATE FEE will be charged when payment is received by the 5th of each month.** A \$50.00 LATE FEE will be incurred for each subsequent month's delinquency. A \$50 FEE will be charged for each returned check. A \$150.00 LIEN FEE will be charged to an account at the time that a Notice of Sale is printed and the account is processed for sale at public auction. Waiving of any fees by Owner in no way constitutes waiver of Owner's Lien (see #8). Fees are subject to change with thirty (30) days written notice by Owner.

3. **Use of Premises.** **The rehearsal unit is for band practice and storage of musical equipment only.** It may not be used for any unlawful or unlicensed purpose, storage of any explosive or highly flammable material, hazardous substances, food which dispels odor, spoilage or decay, residential purposes or to house animals. The Occupant agrees to hold Owner and/or other Occupants and third parties harmless and indemnify, save and defend such persons from any loss resulting in violation of this provision including attorneys' fees. The Occupant grants permission to the Owner to enter the rehearsal unit at any time for the purpose of removing or disposing of any property kept in the unit in violation of this provision or for the purpose of maintaining, repairing or replacing critical systems and/or the structural integrity of the building as the Owner sees fit. Tenant must keep unit locked at all times. **Tenant must keep all power off when not present.** Tenant can not use any devices other than musical equipment. Any use of heaters, refrigerators, or any non-musical devices will be a violation of use. **Tenant must keep all doors shut during rehearsal.** Please use correct recycle and trash bins. Please use load in bay when moving gear.

4. **Insurance.** Occupant understands and agrees that all property is stored at Occupant's sole risk and insurance is the Occupant's responsibility. I hereby elect to: _____ Purchase insurance from my own agent. _____ Be self insured and assume full responsibility for any loss.

5. **Occupant Responsibility.** The Owner is not a warehouseman and does not take care, custody and control, possession, or dominion of the contents of the unit and does not agree to provide protection for the unit or its contents. The Owner will not be responsible or otherwise liable, directly or indirectly, for loss or damage to the property of the Occupant due to negligence or any other cause whatsoever. The Occupant further represents to the Owner that the total of the real value and the sentimental value combined, of all property stored or to be stored in the future in the unit is less than \$30 per square foot of floor space.

6. **Terminating This Agreement.** This agreement may be terminated by either party upon written **TWO WEEK NOTICE** (e-mail is acceptable), which notice shall state the date of termination. **If Written Notice is not received by Owner a \$50 FEE will be deducted from deposit.** Occupant may not use the deposit for rent. Deposit will be returned to Occupant, without interest, within thirty (30) days after termination of this agreement, provided the Occupant has complied with all obligations to the Owner. Owner may deduct from Occupants deposit, any unpaid charges as well as costs of cleaning, trash removal, and/or repairing the rehearsal unit. **The absolute minimum charge for any cleaning or trash removal is \$50.** There is NO refund for unused days if Occupant vacates early. **TENANT'S FAILURE TO VACATE THE PREMISES OR REMOVE THEIR EQUIPMENT AND RETURN ALL KEYS ON THE PAYMENT DUE DATE AUTOMATICALLY RENEWS THE LEASE FOR ONE (1) MONTH.** Failure to return keys at the end of lease will forfeit deposit. Late return of keys will forfeit 50% of deposit.

7. **No guest are allowed.** The occupant is responsible for the actions of band members using the facilities. Band members must also comply with the terms of this agreement. Occupant and their band members using the facilities shall do so at their own risk, responsibility and liability.

8. **No Oral Agreements.** This agreement states the entire agreement between Owner and Occupant and there are no other representations, promises or agreements between them. Occupant agrees to waive all rights of subrogation against Reverb Rehearsal Studios LLC, its owners, employees and agents. In any action or proceeding brought by one party as and against the other relative to this agreement, the Occupant specifically waives his/her right to a jury trial and agrees not to interpose any counterclaim on any action commenced by the Owner. **ALL OF THE PROVISIONS** hereof shall apply to and bind, and be obligatory upon the heirs, executors, administrators, representatives and successors of the parties hereto.

9. **Default and Remedy.** Owner has a lien on all property of Occupant held at the facility for occupancy charges or any other charges past due or due in the future, and for expenses necessary and reasonably incurred for the protection of any monies due to Owner. This lien is superior to any other lien or security interest and goes into effect as of the date the property is brought to the facility. The Occupant understands and agrees that the Owner has this lien in full force and effect should Occupant have any of the following occur: 1) Failure to pay any occupancy charges. 2) Failure to pay any additional fees incurred. 3) Abandonment of the rehearsal unit. 4) Failure to comply with any term of this agreement or any rules and regulations of the Owner. The Occupant specifically agrees to abide by all terms and conditions of Owner's rules and regulations. The Owner after giving ten (10) days written notice to the Occupant, which notice shall be deemed to be given by the Owner by mailing same, postage prepaid, to the last known address of the Occupant, may at his option take any of the following acts: (a) Make any demand or give any notice as may be required by law and should Occupant fail to comply with such demand or notice within the time required by law if any, Owner may declare this agreement terminated and sell Occupant's property at Occupant's expense in accordance to Lien Law. (b) Owner shall have the right to refuse access to the storage unit to Occupant or any other person. (c) Owner shall have the right to overlock and/or remove Occupant's lock on the door of the rental space. (d) Owner shall have the right to inventory such property and charge the Occupant for the reasonable cost of such inventory. Owner has the right to dispose of or sell the property contained in the rental space to any person by public or private sale and for any amount should a sale take place. Before disposing of the contents by public or private sale, Landlord will mail to Renter a written notice that Landlord has taken possession of such contents and will be disposed of following the expiration of fifteen (15) consecutive days following the date that the written notice is mailed. When the Landlord disposes of the contents of the storage room pursuant to the foregoing notice, it shall be under no duty or obligation to produce therefrom, at public or private sale, any amount of money more than necessary to pay to it any rental due plus a reasonable cost of arranging for the disposition of such contents not to exceed \$25.00. If, in fact, more is realized therefrom, Landlord will notify Renter of any such excess and thereafter hold the same in trust for Renter for ninety (90) days at no interest, from the date of the notice, during which time Renter shall call for it and give Landlord a receipt therefore. Failure to call for it within ninety (90) days or refusal to receipt for it shall terminate the trust and Landlord shall be entitled to keep such proceeds. The Occupant agrees to pay all costs and expenses, including attorneys' fees, service charges and processing charges of the Owner in enforcing any term of this agreement. Any notice required to be given under this agreement must be in writing and addressed to the other party at the appropriate address. Any such notice will be deemed to have been given at the time it is duly deposited, postage prepaid, in United States mail. If any provision of this agreement should be invalid or unenforceable, only that provision will be affected. The rest of this agreement will remain valid, enforceable and in full force and effect. Owner's waiver of prior breaches does not constitute a waiver of future breaches. Any damage to the Owner's premises or the rehearsal unit will constitute default.

I, the undersigned, hereby state that I have read and understand this Agreement, and that by signing this Agreement I am bound by it.

Occupant (by) _____ Date _____ STUDIO _____

Owner (by) _____ Date _____ LOCK# _____

Band Member / Primary Signer _____ PHONE _____ KEY# _____ Return _____ \$ _____

Band Member _____ PHONE _____ KEY# _____ Return _____ \$ _____

Band Member _____ PHONE _____ KEY# _____ Return _____ \$ _____

Band Member _____ PHONE _____ KEY# _____ Return _____ \$ _____

Band Member _____ PHONE _____ KEY# _____ Return _____ \$ _____

Band Member _____ PHONE _____ KEY# _____ Return _____ \$ _____

Band Member _____ PHONE _____ KEY# _____ Return _____ \$ _____

Band Name _____ E-Mail _____

LATE PAYMENTS: _____

DATE OF NOTICE TO VACATE _____ DATE VACATED _____

DEPOSIT RETURNS _____