

**Sub-Lease Agreement - Studio Space**

BETWEEN Centre for Well Being, LESSOR

AND \_\_\_\_\_, SUB-LESSEE

Centre for Well Being agrees to sub-lease its studio located at

**480 Roncesvalles Avenue, Toronto, Ontario, Canada**

to \_\_\_\_\_ of \_\_\_\_\_

on a month-to-month basis beginning \_\_\_\_\_, \_\_\_\_\_ (date)

for a minimum of \_\_\_\_\_ months, or for the period from \_\_\_\_\_ until

\_\_\_\_\_ .

Rent is based on the hourly rates identified below, for the specific times as follows:

\_\_\_\_\_ .

Rental hours includes setup and clearing out time.

**RENT**

Rental fee for studio plus the use of common areas excluding front office is \$25.00/hour plus GST for hours of 10:30am to 5pm, and \$35.00/hr.plus GST for hours of 6am to 10:30am and 5pm to 9:30pm Monday to Friday. Saturday and Sunday's fee is \$35.00/hour 4 hours or more \$30/hour. Rental fee for studio includes utilities and the commercial taxes excluding the BIA. BIA charges start after one year.

Lessee is responsible for paying for chosen days regardless of circumstances which include, but are not limited to statutory holidays, illness, or actual use (or not) of the space) for any reason.

Rent is to be paid by 6pm on the 1st of every month. Rent is due for all the hours that have been booked (whether the space is used or not), and for all time, including setup and clearing out time.

First and last month's rent are due upon signing of this agreement. If, at the end of the rental period, last month's rent is more than paid upon signing, the sub-lessee with pay the difference, due on the 1st day of the last month. No interest shall be paid on last month rent.

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### RENT (continued)

A damage deposit of \$500.00 is due upon signing of this agreement, for owner's protection against damage and outstanding bills incurred by sub-lessee or sub-lessee's clients while on the premises. This deposit will be returned (less any charges for damages and bills) when tenant leaves. If damages exceed the security deposit, the owner will require sub-lessee to pay the difference or return area in its original condition, at the discretion of the owner (Carla – the owner determines this).

### COMMISSION

If pre paid clients or regular clients from classes that are offered through the Centre for Well-Being are referred to the Sub-lessee, the sub-lessee agrees to pay commission paid to the Centre as follows: 25% for first class 10% for all other classes for a period of three months.

If Sub-lessee refers clients to other classes offered through the Centre the same applies.

If any equipment used by sub-lessee provided by Lessee is damaged or fails to work during the sub-lessee's use period of us, the sub-lessee is responsible for such equipment, which includes but is not limited to ....fan, air conditioner and radio player.

Sub-lessee offers the following services, at the following times:

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Indicate time and rates

Any changes to these times and rates will be negotiated and written on future addendums to this agreement with minimum one month notice.

Times available are immediately after other classes to maximize studio availability.

### FACILITIES

Use of the following is included in the rent:

- Common areas – waiting / reception plus washroom
- Studio
- Limited Storage for brochures
- A portion of advertising space (space only) in front window area to (specify portion or size). Lessor will determine and ensure the advertising material compliments, and does not clash with, existing advertising.
- Toiletries and cleaning products

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Lesser will not be held responsible by any injuries to Sub-lessee or their clients, that may occur during the time sub-lessee is using the premises.

Lesser is not responsible for any equipment or items that may be left on the premises.

### **PETS, SHOES and FOOD**

No pets are allowed on the premises. No shoes of any kind are allowed in the studio at any time. No food is allowed in the studio at any time. Only water in non-leaking containers are allowed. A penalty of \$200 payment, due immediately, will be for any breach of the pet shoe and food restriction. Any damages arising from that breach will also be due within 7 days of Lessor informing Sub-lessees of replacement cost.

### **SUB-LESSEE AGREES TO THE FOLLOWING:**

1. Sub-lessee shall not sublet the premises to others not specified this agreement.
2. Sub-lessee shall not offer any programs that are a conflict of interest to what is already offered.
3. Sub-lessee agrees to conduct business in a legal manner, pertaining to insurance, business laws and taxes.
4. Sub-lessee will need to obtain there own instructors insurance and or slip and fall insurance if what is offered is not covered.
5. Sub-lessee acknowledges that Centre for Well Being is not licensed as a day care and that all children in programs under the age of eleven must be accompanied by a parent or guardian and remain on the premises for the duration of the program.
6. Storage space is limited (to be determined) for merchandise sub-lessee may want to promote to clients. If lessor does provide retail space in the future, commission and financial terms will be negotiated at that time
7. Sub-lessee agrees to inform clients and to strictly enforce the restriction of no shoes of any kind are allowed in the studio at any time.
8. Sub-lessee agrees to leave studio clean and ready for others to use.
9. Sub-lessee agrees to leave all common areas clean.
10. Sub-lessee agrees to inform clients to take their own garbage and dispose of it, and ensure compliance. In the event of more than two infractions, a disposal fee will be charged, payable monthly.
11. Alternatively, the sub-lessee may choose to contribute to the disposal fee for city garbage bags.
12. Centre for Well Being is environmentally conscious to allergens and providing a healthy environment. Therefore it does not permit the use of candles unless they are

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beeswax, no incense unless its therapeutic grade and no other environmental toxins or objects that have a strong odor are to be used or left on the premises.

13. Equipment storage is to be agreed upon. Any items left on the premises must not interfere with the safety of others. Lessor is not responsible for any equipment that may be left on the premises.
14. Any improvements or structural changes to the studio are not allowed under this agreement. Any changes will require written agreement, and will terminate this agreement and require a new agreement. Sub-lessee agrees to comply with Centre for Well Being policies.
15. Sub-lessee agrees to operate in a safe, environmentally and socially responsible manner.
16. Sub-lessee agrees to be mindful of other activities provided at the Centre and will keep voice or music at a level for the enjoyment of all in the Centre including other tenants that live in the building.

The terms and conditions of this agreement are subject to change; changes will be given in writing, 30 days notice. If the above terms are not met in the spirit of good will, this contracted will be terminated immediately.

Studio space is provided for use by Sub-lessee. Violation of any parts of this agreement or nonpayment of rent when due shall be cause for termination, and the offending party shall be responsible for costs and legal fees involved.

The Sub-lessee acknowledges that they have read this agreement, understand it, agree to it, and have been given a copy.

There is no smoking in the studio or on property.

Sub-lessee will provide names of emergency contact names and phone numbers.

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Carla Zazzarino, Lessor  
Owner, Centre for Well Being

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Sub-Lessee

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Date

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Date

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Emergency Contact Information