

## **The Floor On Atlantic LLC Rental/License Agreement To Use Premises**

This license agreement to use premises (the "Agreement") is made between The Floor On Atlantic LLC, a New York Limited Liability Company (the "Licensor"), and yourself (the "Licensee").

1. The License: In consideration of the mutual promises and stipulations and payment in accordance with this Agreement, Licensor does hereby provide to Licensee a license to enter and use the studio space at the premises located on the second floor at 310 Atlantic Avenue, Brooklyn NY 11201 (the "Premises") subject the terms of this Agreement.

2. Term of Agreement:

- Fixed Term: Agreement shall begin and end on a specific date.

- Month-to-Month: This Agreement shall continue on a month-to-month basis until further notice. Either party may terminate this Agreement upon a thirty (30) day written notice served on the other party.

- Week-to-Week: This rental agreement shall continue on a week-to-week basis until further notice. Either party may terminate this Agreement upon a seven (7) day written notice given to the other party.

3. Access and Use. Limited access to the Allocated Space and the Premises is permitted only during the term of this Agreement.

4. Usage of the Premises. Licensee shall use the Premises solely for the operation as agreed upon with the Licensor, including dance rehearsals, private instruction, artistic development. Additional modalities are permitted if agreed upon by the Licensor. Licensee shall not use the Premises nor permit the Premises to be used by Licensee's guests, customers, invitees

and agents, in any manner that violates any law, statute, ordinance, regulation, or house rule applicable now or hereafter. Use of the Allocated Space by Licensee is not exclusive and Licensors may rent the Allocated Space to others during any time Licensee does not have access to the Allocated Space in accordance with this Agreement or in the event Licensee cancels use of the Allocated Space.

5. Properly licensed. Licensee hereby covenants that Licensee is properly licensed in accordance with all local and state laws and regulations to engage in Licensee's trade and business.

6. Rental Payment: Rental payments shall be made in accordance with this Agreement. Payments shall be made with immediately available funds using cash, check, bank transfer or e-payment approved by Licensors. In the event Licensors agree to accept payment with a credit card or other payment method that is subject to fees, Licensee shall pay all such fees. No partial refund shall be provided in the event Licensee chooses to terminate this Agreement or leave before the end of the agreed upon term or cancel the use of the Allocated Space.

7. Security Deposit Licensee shall provide a security deposit in the amount of 25% of total rental fee, which may be held in a separate account. Such interest deposit shall not be interest bearing. It is agreed that if Licensee defaults with respect to any of the terms of this Agreement, Licensors may use, apply or retain the whole or any part of the security deposit to the extent required, including but not limited to, any costs, damages, shortfall in rent payment or deficiency in the re-letting of the Allocated Space.

8. Equipment and Personal Property: Licensors has provided the Allocated Space and a shared kitchenette. Licensee may equip the Allocated Space with Licensee's own personal property or equipment only with the prior written consent of the Licensors. Licensee may not decorate or affix any item to the walls, floors,

ceilings, fixtures, furniture in the Premises and about the Premises, without the prior written consent of the Licensor.

9. Insurance. Licensor will not be responsible for any loss of or damage to personal property of Licensee or any of its guests. It is the Licensee's sole responsibility to safe guard its personal property and personal property of its guests as the Allocated Space may be used by others as well. Licensee shall, at its sole cost and expense, obtain and maintain throughout the term of this Agreement, on a full replacement cost basis, "all risk" insurance covering all of Licensee's and its guests' personal property and equipment and any improvements and betterments located on or within the Premises. In addition, Tenant shall obtain and maintain, at its sole cost and expense, comprehensive general liability insurance providing coverage from and against any loss or damage occasioned by an accident or casualty on, about or adjacent to the Premises, including protection against death, personal injury and property damage. Such liability coverage shall be written on an "occurrence" basis, with limits of not less than \$2 million dollars for injury to and death to any one person and, in respect of injury or death in any one accident, to the limit of not less than \$5 million, and property damage insurance against claims for damage or injury to property to the limit of not less than \$5 million. All policies of insurance required to be carried by Licensee hereunder shall be written by an insurance company reasonably acceptable to Licensor and licensed to do business in the State of New York; and shall name Licensor as an additional named insured and/or loss payee, as Licensor may direct. Each such policy shall provide that same shall not be reduced or cancelled without at least thirty (30) days' (or at least seven (7) days if the license is on week-by-week basis) prior written notice to Licensor. Certificates evidencing the extent and effectiveness of all of Licensee's insurance shall be delivered to Licensor upon request. The limits of such insurance shall not, under any circumstances, limit the liability of Licensee under this Agreement. In the event that Licensee fails to maintain any of the insurance required of it pursuant to this Agreement,

Licensor shall have the right to terminate this Agreement for cause and demand its expenses paid.

10. Condition of the Premises: Licensee has examined the Premises and agrees to accept the Premises "as is" in their present condition.

11. Maintenance of Allocated Space and Premises: Licensee shall at all time keep and maintain the Allocated Space and the Premises in a clean and neat condition. Licensee shall not in any manner deface or damage the Premises or any part thereof or the common areas of the building where the Premises are located or outside of the building where the Premises are located. Licensee will make no structural change or other alteration to the Premises without the prior written consent of Licensor.

12. Utilities. Licensor will provide and pay only for water, electricity, air conditioning and heat. Licensor may restrict excessive use of utilities by Licensee and may impose additional fees on such excessive use in accordance with Licensor's sole discretion.

13. Use of Intellectual Property. Licensee hereby acknowledges that Licensor owns certain marks, copyrights, and other intellectual property (collectively, the "Intellectual Property") and that this Agreement does not provide Licensee with the right to use Licensor's Intellectual Property without the further prior written consent by Licensor.

14. Taxes. Licensee acknowledges that Licensee is solely responsible to pay its taxes stemming from the operations in the Premises including but not limited to sales tax, income tax, employment taxes and all other local, state and Federal taxes that Licensee is responsible for. Licensee acknowledges that Licensor shall not have any duty to collect sales tax on behalf of Licensee and is not required to withhold any amounts for tax purposes.

15. Default by Licensee: If Licensee shall default under this Agreement, and if after written notice has been sent by Licensor to Licensee, such default shall continue for a period of three (3) days, Licensor may immediately, or at any time thereafter, and without further notice or demand, take possession of the Allocated Space and the Premises without any rights of re-entry by Licensee. Licensor may thereafter re-let the Allocated Space. Licensee and its principals shall be liable to Licensor for all losses, costs, liabilities and damages which Licensor may incur by reason thereof, including, without limitation, reasonable attorneys' fees, and costs.

16. Conclusion of Term. Promptly upon the expiration, revocation, or other termination of this Agreement, Licensee shall peacefully vacate the Premises, leaving them in good order and condition, broom clean. If the Premises are not vacated, Licensee and its principals shall be liable to Licensor for all losses, costs, liabilities and damages which Licensor may incur by reason thereof, including, without limitation, reasonable attorneys' fees, and costs. In the event of such holdover, Licensee shall further be responsible for a rental payment equal to three (3) times the daily rental fee payable under this Agreement, which Licensee agrees is not a penalty and is fair and reasonable under such circumstances.

17. No Warranties. Licensor does not warrant that availability and access to the Allocated Space and the Premises to be provided by Licensor, or any other service which Licensor may provide, shall be adequate for Licensee's purposes or shall be free from interruption or reduction. Access to the Premises may be interrupted or reduced by reason of repairs or changes which are, in Licensor's judgment, necessary or desirable, or which are beyond Licensor's control. Such interruption or reduction shall not constitute a breach or default of this Agreement and shall not entitle Licensee to any compensation or abatement of the rental payment and shall not relieve Licensee from any obligation under this Agreement except that Licensor will offset any payment due by Licensee during the end of the term of the agreement for any

inability by Licensee to not use the space through no fault of Licensee. Other than the explicit warranties and covenants in this Agreement, Licenser hereby disclaims all warranties and covenants, including no warranty of quiet and enjoyment.

18. Independent Contractor. Licensee hereby acknowledges that Licensee is an independent contractor and has no authority to represent, obligate, or bind Company in any manner or to any extent. Licensee further acknowledges that Licensee is not an employee of Licenser, nor an agent, nor a promoter, nor a partner of, not a joint venturer, nor a joint employer. Licensee shall not be entitled to participate in any plan, arrangement, distribution, benefits, profit or fringe benefits that may be offered by Licenser.

19. Indemnity by Licensee: Licensee covenants and agrees to save Licenser harmless from any and all loss, claims, damage, liability, reasonable attorney fees, and costs to any person or entity, including Licenser, occurring upon or about the Premises from any cause whatsoever that resulted from Licensee's actions or inactions.

20. No Disparagement. At no time shall Licensee make any statements, or take any other actions to disparage, defame, sully or compromise the goodwill, name, brand or reputation of Licenser, its principals, employees, agents and its affiliates and commit any other action that could likely injure, hinder or interfere the Licenser, its business relationships, or its goodwill.

21. Not a Lease. THIS AGREEMENT IS FOR THE GRANT OF A LICENSE ONLY, AND LICENSEE UNDERSTANDS AND AGREES THAT LICENSEE'S RIGHT TO OCCUPY THE ALLOCATED SPACE WITHIN THE PREMISES IS BY LICENSE ONLY AND NOT NY LEASE OR OTHERWISE. If Licensee defaults hereunder or this License is terminated, Licensee shall immediately vacate the Licensed Premises and any occupancy or activity of Licensee thereafter on the Building is a trespass. Licenser shall be entitled to the expedited procedures afforded a licenser under Section 713(7) of

the New York Real Property Actions and Proceedings Law if Licensee shall fail to surrender possession of the Licensed Premises after the expiration or sooner termination (due to Licensee's default hereunder) of this License Agreement. This License Agreement grants to Licensee only a personal privilege to use and occupy the Licensed Premises for the License Term on and subject to the terms and conditions set forth herein. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this License Agreement.

22. Subordination. This Agreement and the rights of Licensee are subject and subordinate in all respects to the underlying lease, as well as all present and future underlying leases and mortgages in any way relating to the Building, This Section is self-operative and no further instrument of subordination is required. Licensee shall, within five (5) business days following receipt of Licensor's request therefore, sign and deliver to Licensor an instrument evidencing such subordination.

23. Assignment of Rights: The rights of Licensee under this Agreement are personal to Licensee and may not be assigned, sublicensed or transferred to any other person or entity without the prior written consent of Licensor.

24. Misc

A. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements or understandings between the parties on the subject matter hereof, whether written or oral. This Agreement cannot be amended by either of the parties except in writing and with mutual consent. The invalidity of any portion of this Agreement shall not affect the validity of any other provision of this Agreement. Any provision that by its nature requires performance or non-performance after the conclusion or termination of this Agreement, shall survive the Agreement. This Agreement may be executed in counterparts and by facsimile each of which shall be an original and all of which together shall constitute one instrument. Failure by Licensor to promptly

exercise any right granted herein or to require strict performance of any obligation imposed hereunder shall not be deemed a waiver of such right or of such obligation by Licensee. Section headings used in this Agreement are intended solely for convenience of reference and shall not in any manner modify or otherwise be used in the interpretation of any of the provisions. The successful party in any court action or its equivalent, shall be responsible for the other party's reasonable attorney fees and costs after the exhaustion of all appeals.

B. Notices: Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail or overnight courier or via email with acknowledgement of receipt by the addressee.

C. Choice of Law. This Agreement and all claims relating to or arising out of it or its breach, whether in contract, tort or otherwise, shall be construed in accordance with the laws of the State of New York, with venue in the courts located in New York County, excluding choice-of-law principles.

Of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Licensor: The Floor On Atlantic LLC By: \_\_\_\_\_

Signature \_\_\_\_\_

Licensee: \_\_\_\_\_ By \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_