

KINKSPACE PDX—THE OFFICE RENTAL AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____ by and between Kinkspace LLC, whose business address is 5926 NE Killingsworth Street, Portland, Oregon 97218, and renter(s) listed below (“Renter”), collectively, the “Parties”.

Renter(s): _____

The parties agree as follows (TL;DR in parentheses following headings):

Kinkspace LLC hereby grants a limited and revocable license (the “License”) to the Renter to use the

Office (“Space”) on the _____ day of _____, 20____ (the “Date”),

between _____ and _____.

Renter is authorized to use the Office for purpose stated below, and for no other purpose.

Purpose: _____

(i.e. dungeon play, photography, videography, party, class, private use, etc.)

1. Fees: (What to pay?)

Renter shall pay to Kinkspace LLC a fee of \$_____ (the “Fee”), for the use of the Space. A deposit equal to the first hour’s rental is due upon reservation and is applicable to the Fee.

2. Security Deposit: (*In case of damages or loss of property, you are responsible.*)

Renter shall pay to Kinkspace LLC a security deposit of \$200 or a valid credit card number (the “Deposit”), upon the execution of this Agreement. Security deposit is refundable upon check out.

3. Condition: (*Please don’t trash the place.*)

After the completion of the Event, the Renter shall leave the Office in the same or similar condition as received from Kinkspace LLC.

4. Damages: (*You break it, you buy it.*)

Beyond ordinary wear and tear, Renter shall be responsible for any damage caused by Renter’s use of the Space. Renter shall arrange for the repair of any such damage. In the event if Renter does not make any necessary repairs, Kinkspace LLC shall arrange for the same at Renter’s expense, up to and including deducting from deposit or billing Renter’s credit card..

5. Space Specifications: (*What we provide.*)

Kinkspace LLC grants to Renter the following amenities at the Office: Towels, heater, water cooler, use of shower, use of supplies, use of tools hung in public play space. Any missing equipment will be assumed damaged and billed as such (see Damages)

6. Disclaimers: (*This is a dungeon. You know this.*)

The Office shall be provided by Kinkspace LLC as-is, and Kinkspace LLC makes no warranty regarding the suitability of the Office for Renter’s intended use.

7. Cleanup: (*Do I look like a maid? Pick up when you’re done.*)

Renter will be responsible for clearing all trash generated and depositing it in the proper waste receptacles on site. Biological waste containers are provided for any trash containing bodily fluids.

8. Right of Entry: *(We have keys. We will use them if we have to.)*

Representatives of Kinkspace LLC shall have the right to enter the Office at any time for any reasonable purpose, including any emergency that may threaten damage to Kinkspace LLC's property, or injury to any person in or near the Space. Representatives of Kinkspace LLC will also enter in response to emergency alarm.

9. Indemnification: *(If you are injured, don't sue us.)*

Renter hereby indemnifies and holds harmless Kinkspace LLC from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Kinkspace LLC of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

10. Revocation: *(We can cancel.)*

Kinkspace LLC shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Kinkspace LLC revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Kinkspace LLC shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

11. Cancellation: *(You can cancel, too.)*

Renter may cancel the Event by notifying Kinkspace LLC by providing notice one week (7 days) or more before the Event Date. In such an event, Kinkspace LLC shall refund to Renter the full amount of the Rental Fee. In the event if the Event is cancelled within seven (7) days of the Event Date, Kinkspace LLC shall have the right to retain the full Deposit.

12. Assignment: *(You are renting the space from us.)*

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

13. Governing Law: *(We're not breaking laws with this agreement. They all apply.)*

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Oregon, without regard to conflicts of law principles.

14. Entire Agreement: *(Read it, if you have questions.)*

This Agreement constitutes the entire agreement between Renter and Kinkspace LLC, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

RENTER

Date

KINKSPACE LLC

Date