

## INSTRUCTORS AGREEMENT

Between: \_\_\_\_\_ (Instructor) and Sunland Village East Homeowners Association, (SVE HOA). The purpose of the agreement is to instruct \_\_\_\_\_ class.

Term: SVE HOA hereby agrees to rent the premises described below to the instructor for class beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. This agreement is subject to renewal for an additional period, to be agreed upon, if approved by both parties 30 days prior to expiration date.

Rate: The rental rate for the space will be \_\_\_\_\_ of the total income for all classes. Payment will be made monthly based on the total fee of all class participants. Cost of the class to participating residents of Sunland Village East will not exceed \_\_\_\_\_ for each class.

Payment: Monthly payment is due on or before the 5<sup>th</sup> of each month. When the 5<sup>th</sup> falls on a weekend or holiday, payment will be due on the next business day. A late fee charge of \$15 will be charged for all payments received after the 5<sup>th</sup> of each month. A sign up sheet must be submitted weekly/monthly showing participants attending class who are residents and who are nonresidents.

Premises: Class will be held in the: \_\_\_\_\_ room, located at \_\_\_\_\_.

Time: Period allotted to class will not exceed \_\_\_\_\_ hour(s). The times allotted said class will be from \_\_\_\_\_ (AM) or (PM) to \_\_\_\_\_ (AM) or (PM). Additional time needed will require advance approval by SVE HOA.

Supplies: All equipment must be supplied by the Instructor and/or participating resident, i.e. shoes, boom box, costumes, supplies, etc. No property may be stored on the premises (without special permission). No notices, signs, bulletins, flyers, or the like may be placed by the Instructor on SVE HOA property (this will be done by the Activities Coordinator).

Security: SVE HOA will exercise normal precautions in allowing unmonitored access to the premises. SVE HOA will maintain the premises in reasonable condition at all times.

Termination: Instructor or SVE HOA may terminate this agreement at any time by providing the other party with 30 days written notice. Termination by SVE HOA could be for any of the following reasons:

1. Ignoring procedures for room cleaning.
2. Reserving a larger room than attendance requires.
3. Stating function is for SVE residents only and inviting outsiders.
4. Late payments of Instructor's monthly fees.
5. Frequent Cancellations without one week notice. (Limit 6 per year)

Losses: SVE HOA will not be liable for any damages or losses to the property of the Instructor in connection with this rental agreement or use of the premises. The Instructor hereby waives any potential or actual claim of damage from SVE HOA from use of the premises. Instructor agrees to defend, protect, indemnify and save harmless SVE HOA for, from, and against all liability relating in any way to the premises or arising out of Instructor's use or occupancy of the premises, or relating to or arising from acts or omissions of Instructor, participating residents, their agents or invitees.

Instructor is responsible for damages beyond normal wear and tear to SVE HOA property. Instructor agrees to leave the premises in substantially the same condition as they are found at each usage.

Signatures:

\_\_\_\_\_  
Representative of  
Sunland Village East  
Homeowners Association  
2145 S. Farnsworth  
Mesa, Az. 85209

Date: \_\_\_\_\_

\_\_\_\_\_  
Instructors Signature

\_\_\_\_\_  
Print Instructor's Name

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

\_\_\_\_\_  
Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL AREAS ARE NONSMOKING**

**ANYONE WHO ABUSES THE PRIVILEGE OF ROOM USAGE WILL BE DENIED ALL FUTURE RESERVATIONS OF ANY ROOM! THIS ALSO INCLUDES OUTSIDE GROUNDS AND FACILITIES!**