



# ECOSSET SPACE RENTAL AGREEMENT

EcoSet Consulting LLC agrees to allow \_\_\_\_\_ “Client” the usage of “Rental Space” on EcoSet’s “Premises” measuring \_\_\_\_\_ square feet. Rental “Term” is from \_\_\_\_\_ to \_\_\_\_\_, billable at \_\_\_\_\_ or at rates listed in an approved estimate if applicable.

## CLIENT RESPONSIBILITIES:

1. Client agrees to assume liability for any damage caused by their personnel, vehicle or equipment to the property and Premises of EcoSet Consulting or JLL Properties, LLC, which includes locations 3019 Andrita Street 90065, 3151 N San Fernando Road 90065, the gated yard between the two buildings and the front parking lot on Andrita Street.
2. Upon vacating the Premises, Client will leave the Rental Space entirely empty, free of waste and debris, and in a broom swept condition. **If these conditions are not met, a cleaning fee of \$50 per hour will be assessed and due upon receipt of invoice, payable by credit card on file or security deposit.**
3. Client has access to the assigned Rental Space, which includes restroom access inside EcoSet’s building during business hours, overhead lighting and usage of 110 volt and 220 volt power outlets. All lights must be turned off nightly and access doors must be locked upon departure.
4. Client may NOT exceed the agreed upon Rental Space square footage without notifying EcoSet. This does not include loading and unloading in common areas such as loading docks, ramps, and designated loading/forklift lanes. Any instance of space usage outside of the agreed upon Rental Space may result in the incursion of fees.
5. Client permits EcoSet staff, employees, and authorized representatives to enter the Client’s Rental Space at any time as property managers.
6. Smoking inside of any buildings on the Premises is strictly prohibited. Smoking is prohibited within 20 feet of any doors or entrances. Cigarette butts must be properly extinguished and disposed of. Any instance of the Client or its employees smoking indoors will result in a verbal warning. A second instance will result in a written warning. Any further instance of smoking indoors will result in eviction.
7. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia), being under the influence of alcohol or an illegal drug as defined in this policy and/or possessing or consuming alcohol are strictly prohibited within the Client’s Rental Space as well as on the Premises. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in eviction from EcoSet property and/or criminal prosecution.
8. Animals, including dogs are not permitted on the Premises. Client may bring a service animal to their Rental Space upon providing the necessary documentation. Upon EcoSet approval of an animal allowed on the Premises, the animal must remain on a leash within the Client’s Rental Space. Any instance of the animal being off leash on the Premises may result in termination.

## **Term and Termination.**

Client may terminate prior to the end of the Term; provided, however, that the termination shall not be effective until Client has removed all of their property from the Rental Space, and EcoSet shall have no obligation to refund or return any rent paid by Client for any unused portion of the Term.

EcoSet may terminate this Agreement immediately upon written notice to Client if:

(1) Client is in default of this Agreement; (2) Client is in breach of this Agreement; (3) Client or its employees have acted or threatened to act in a manner which would likely harm EcoSet's employees, clients or visitors, cause damage to the Premises in general or any property inside the buildings, jeopardize EcoSet's rights or impair its obligations under this Agreement; or (4) the Rental Space becomes unusable for any reason beyond EcoSet's control and EcoSet cannot reasonably relocate the Client's property to an alternate Rental Space.

Client may terminate this Agreement immediately upon written notice to EcoSet if EcoSet fails to perform any obligation arising under this Agreement, provided Client has first notified EcoSet of the breach, and EcoSet has failed to cure the same within ten (10) business days of receipt of such notice. Remaining Rental Space fees previously paid by the Client shall be refunded accordingly.

## **Disposition of Property for Failure to Remove.**

If following the termination of this Agreement, Client fails to remove all of the property, and if such failure continues for more than ten (10) business days after vacating the Rental Space, EcoSet shall then have the right to remove the property, or any remaining portion thereof, and to dispose of it in the manner of EcoSet's choosing. Client shall be liable for all labor and disposal costs connected with such disposition, as well as any other reasonable out-of-pocket costs incurred by EcoSet with respect to such disposition.

## **Increase in Fees.**

After the original Term expires, EcoSet may increase any rental fee only upon thirty (30) days' written notice to Client. If Client chooses not to accept any fee increase it may terminate this Agreement. If Client fails to terminate within fifteen (15) days of receipt of such notice, Client shall be deemed to have accepted the increase in fees.

## **Limitation of Liability.**

As a material consideration under this Agreement, Client absorbs all risks and liability for use of the space, including, but not limited to vandalism, theft, damage, or natural disaster. Client hereby unconditionally RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE EcoSet Consulting LLC as well as property owners/managers and clients, as well as their officers, directors, agents, administrators, employees, contractors or guests (including without limitation, any client, company or corporation, that has engaged EcoSet Consulting LLC) (the "Releasees") for any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Client or any third parties who enter the space, regardless of whether such loss, damage or injury is caused by the active or passive negligence of Releasees. Client further agrees to INDEMNIFY, DEFEND AND OTHERWISE HOLD RELEASEES HARMLESS from any claims, demands, damages, liabilities or injuries alleged by Client or any other third party, including court costs and attorney fees that they may incur as a result of or in any way related to Client's use of the space. Use of the space is furnished "AS IS," WITH ALL FAULTS, AND WITHOUT ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST DAMAGE OR THEFT. Client agrees that it has inspected the Rental Space and EcoSet Premises before agreeing to this rental terms, and that it has a continuing duty to do so throughout the term of this Agreement.

NEITHER PARTY'S LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, COST OF SUBSTITUTE PROCUREMENT AND LOSS OF SAVINGS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF SUCH DAMAGES ARE FORESEEABLE OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY AMOUNTS IN EXCESS OF THE FEES PAID OR PAYABLE BY CLIENT TO ECOSET IN THE TWELVE-MONTH PERIOD PRECEDING THE FAILURE OR BREACH BY THE OTHER PARTY, EXCEPT THAT ECOSET SHALL BE ABLE TO CLAIM THE AMOUNT OF UNPAID FEES IN THE EVENT OF BREACH BY NON-PAYMENT.

### **Arbitration.**

Any and all disputes arising out of or relating to this Agreement or the interpretation or enforcement thereof, but excluding any claims for injunctive relief, shall be submitted to binding arbitration. The arbitration shall be conducted before a single arbitrator in accordance with the California Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") that are in effect at the time a demand for arbitration is served. The arbitration need not be conducted through the AAA so long as it is conducted pursuant to the Rules. Any arbitration under this provision shall take place in Los Angeles County, California or at such other place as the parties may agree. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator. Any party who commences an action inconsistent with this provision shall waive its right to recover attorneys' fees and costs. In addition to the exchange of information provided in Rule 21 of the Rules, the arbitrator may order the taking of depositions or such other discovery as may be determined by the arbitrator upon the application of either party. The arbitrator shall have the same authority as a court of law under the California Code of Civil Procedure, including the resolution of discovery disputes, the issuance of sanctions for failure to comply with discovery orders, and the hearing of motions, including motions for summary judgment.

The arbitrator shall furnish the parties with a written award promptly after the conclusion of the arbitration. The award shall be in writing and shall state in detail the factual and legal findings and conclusions on which the award is based. In making the award the arbitrator shall apply rules and principles established through statutory and case law applicable to the dispute. If the arbitrator fails to do so the arbitrator will be deemed to have exceeded his or her power, and the award may be vacated under California Code of Civil Procedure Section 1286.2. The award shall be entered as a judgment by a court of law, and shall have the same force and effect as, and be subject to all provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

### **Entire Agreement.**

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral agreement with respect to the same.

### **Attorneys' Fees.**

In the event of any action by either party to enforce arbitration, or to obtain injunctive relief, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs.

**Assignment.**

Either party may assign this Agreement at any time upon written notice to the other.

**Notice.**

Any notice required hereunder shall be deemed satisfactory if hand-delivered or sent by first class mail to the parties at their respective business addresses.

**No Waiver.**

No waiver by either party of any breach by the other shall be deemed a waiver of any subsequent breach.

**Additional Terms of Usage:****INSURANCE REQUIREMENTS:**

Weekly and monthly Clients shall have a policy of insurance that covers General Liability and Automobile Liability, losses in an amount no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, Business Personal Property coverage for no less than the total replacement cost of all items stored at the Premises, and provide proof of Workers' Compensation Insurance.

Client must provide EcoSet Consulting, LLC with a Certificate of Insurance including EcoSet as an additional insured on all policies (except for Workers' Compensation, proof only is required).

**Certificate Holder:** EcoSet Consulting, LLC / 3019 Andrita Street / Los Angeles CA 90065

**PAYMENT TERMS:**

**Payment is due in full prior to loading into the Rental Space.**

For ongoing monthly rentals, Client pays first month's rent and agreed upon security deposit in the form of a check or credit card authorization prior to loading in to the Rental Space. Client shall keep a credit card on file to be held for security deposit, incidentals, property damage or cleaning fees.

For ongoing monthly rentals, payment is due on the same date each month based on the first date of the rental term.

Rental Space billing is payable by check, cash, ACH bank transfer or credit card. A 3% processing fee will be added to credit card payments.

Add-on services through EcoSet ReDirect (reuse diversion), EcoSet On-Demand (facilitation and logistics), overnight parking, waste removal, forklift usage, equipment rentals or other services can be estimated and invoiced separately upon request.

**PARKING:**

Client agrees to park in parking spaces designated by EcoSet and keep driveways, loading zones and building access points clear from obstructions. Client may park personal vehicles on the Premises during the work day as available. Overnight truck parking and long term parking is available for additional cost, subject to availability.

**GATED YARD ACCESS:**

Client will have access 24 hours per day to the assigned Rental Space and gated yard at 3151 N San Fernando Road. The automated gate is open during business hours, and is closed and locked nightly, accessible by numeric code on a keypad.

**WASTE RESPONSIBILITIES:**

Up to 32 gallons of debris per week can be discarded on site in EcoSet's waste containers. Beverage containers, flattened cardboard and scrap metal can be recycled on site at EcoSet's Recycling Hub.

Client agrees to secure a licensed and permitted waste hauler for large amounts of debris or construction materials discarded during the usage term. Client may also allow EcoSet to provide dumpsters or contract approved waste haulers on their behalf and will be billed accordingly.

Client must properly dispose of solvents and non-water based paints as hazardous waste at an offsite facility. EcoSet's work sink is only to be used to clean water based paint tools.

**REUSABLE MATERIALS DIVERSION:**

Client can contract EcoSet ReDirect waste diversion services as an alternative to dumpsters and landfill disposals. As assets, scenery or materials need to be purged, EcoSet can estimate discounted costs to divert reusable materials based on the volume and type of item. Clients save time coordinating the disbursement and disposal process by reallocate labor and dumpster costs to EcoSet's on-site services.

**I have read and agree to the terms of the Space Rental Agreement and the Additional Terms of Usage listed above:**

**RENTAL CLIENT:**

**ECOSSET CONSULTING, LLC:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

As stated in paragraph 2 of Client Responsibilities, upon vacating the Premises, I will leave the Rental Space entirely empty, free of waste and debris, and in a broom swept condition. **If these conditions are not met, a cleaning fee of \$50 per hour will be assessed and due upon receipt of invoice, payable by credit card on file or security deposit.**

**Rental Client Initials** \_\_\_\_\_



## CREDIT CARD AUTHORIZATION

Please complete all fields. You may cancel this authorization at any time by contacting us at [space@ecosetconsulting.com](mailto:space@ecosetconsulting.com). This authorization will remain in effect until cancelled.

CREDIT CARD INFORMATION			
Card Type			
Cardholder Name			
Card Number			
Expiration Date		Security Code	
Cardholder Zip Code (billing address)			

I authorize EcoSet Consulting, LLC to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Customer Name (print)	Phone Number
Customer Signature	Email