

Flourish Studios[®]

3020 N. Lincoln Ave.
Chicago, IL 60657
773-281-8140

THERAPY OFFICE LEASE AGREEMENT (“LEASE”)

Lessee’s Name (please print) _____

Address _____

City _____ State _____ ZIP _____

Work Phone _____ Cell Phone _____

Home Phone _____ Other Phone _____

Contact Email _____

Please list professional area of practice, specialties and clinical licenses held:

Please list insurance panels you are on:

This Therapy Office Lease Agreement is made and entered into on _____ [Date], by and between Flourish Studios, LLC (“Flourish Studios” or “Lessor”), located at 3020 N. Lincoln, Chicago, IL 60657 and _____ (“Lessee”).

Lessor makes available for lease a portion of the building at the above address designated as _____ [Suite Number or Name of Leased Room] (“Leased Room”).

Lessor desires to lease the Leased Room to Lessee, and Lessee desires to lease the Leased Room from Lessor for the Term, and at the rental rate and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

- 1) **Rent.** There are two rental options. The rent shall be \$15 per hour, with a four hour minimum per week, for either a six month or one year term. The rental cost for a signed one year lease term includes a 10% rental fee discount.

2) **Therapy Room Rental Term.** The “Term” shall last a minimum six months to one year (12 months) beginning _____ [Start Date] and ending _____ [End Date].

Select your term days and times based on a minimum of 4 hour blocks of time between the hours of **10am-8pm on Monday-Thursday, 10am-7pm on Friday, or 10am-5pm on Saturday**. The following blocks of time will be used weekly by Lessee during the Term:

Monday – from	_____	[Time] to	_____	[Time]
Tuesday – from	_____	[Time] to	_____	[Time]
Wednesday – from	_____	[Time] to	_____	[Time]
Thursday – from	_____	[Time] to	_____	[Time]
Friday – from	_____	[Time] to	_____	[Time]
Saturday – from	_____	[Time] to	_____	[Time]

Lessor shall use its best efforts to give Lessee possession as nearly as possible to the beginning of the Term. If Lessor is unable to timely provide the Leased Room, rent shall abate for the period of delay. Lessee shall make no other claim against Lessor for any such delay.

[_____] (initial here) Lessee selects the **One Year Therapy Room Rental Term** agreement (above) and owes \$_____ at the signing of this lease to secure use of a therapy room for a weekly _____ hour block of time. The rental cost for a signed one year lease term includes a 10% rental fee discount. The Lessee’s one year rental discount total is \$_____.

[_____] (initial here) Lessee selects the **Six Month Therapy Room Rental Term** agreement (above) and owes \$_____ at the signing of this lease to secure use of a therapy room for a weekly _____ hour block of time.

Emergency room rentals, less than 48 hour notice to Lessor, carry a separate charge of \$25 per hour of use. Emergency fees will be assessed at time of use and do not factor into Lessee’s monthly rent total.

Your total rent will be \$_____ per month. The rent shall be paid in full and in advance on or before the first day of each month during the term of this Lease and shall be deemed late if not received by the Lessor by the third (3rd) day of the month for which that month’s rent is due. The rent shall be paid to Flourish Studios, LLC, at 3020 N. Lincoln, Chicago, IL 60657. Rent can be paid by credit card or by check to Flourish Studios, LLC.

3) **Deposit.** Upon the execution of this Lease, Lessee deposits with Lessor a cleaning/security deposit of \$100.00, receipt of which is acknowledged by Lessor. At the termination of the Lease, if the Leased Room is left in good, clean condition, and there is no damage to furniture or equipment, the full deposit will be refunded. If the room requires cleaning, or if the room, furniture, or equipment require repair, a portion or all of the deposit will be retained by Flourish Studios for such work. Lessor shall be responsible for damages or repairs that exceed the amount of the cleaning/security deposit. A final statement will be sent to Lessor for any incidental charges incurred. The statement will reflect the total charges, less payments received. Payment shall be due fifteen (15) days from statement date.

4) **Unscheduled and Last Minute Room Rentals.** Emergency room rental is made available to signed Lessees with 48 hour notice or day before, during business hours, and contact with Lessor’s agents. *If* Lessee provides **less than 48 hour** notice, Lessor will charge an additional \$10.00 per hour more, or \$25.00 per hour fee. *If* Lessee provides **more than 48 hour** notice for use of an unscheduled room rental the rental fee is \$15.00 per hour. Hourly fees apply for all hours used in these additional room rentals. Payment due at time of use. Emergency room rentals based on room availability.

- 5) **Playroom Use.** Lessee's clients are welcome to utilize the Flourish Playroom for their children while they attend scheduled sessions with Lessee. The cost for Flourish Playroom use will be billed directly to parent/guardian of the children at \$15 for the first child, \$5 per additional child in the same family per hour. Parent/guardian must stay on premises and sign/agree to Flourish Studio's Playroom terms of service. There is a 2 hour time limit and parents must abide by the Playroom policies including signing-in and signing-out each child. The Lessee is expected to maintain the confidential paperwork for their clients' use of the Flourish Playroom. **To reserve Playroom time Lessee must give at least 48 hour notice, number of children expected and their various ages, less than 48 hour notice does not guarantee Playroom coverage will be provided. To cancel a Playroom reservation 24 hour notice is required or Lessor reserves the right to bill Lessee for reserved Playroom care, charges will be assessed at least \$15 for the unused time.**
- 6) **Amenities Offered.**
- Flourish Staff will be on the premises until the last renting Lessee has left the building, no later than 8pm Monday-Thursday, no later than 5pm on Fridays and Saturdays. We ask that you let Flourish Studios know if you will not be using your rental space on any particular evening, so that we may staff appropriately.
 - Kitchenette with refrigerator, dishwasher, coffee maker, electric tea pot, coffee mugs, and microwave.
 - Massage table use for licensed body-care workers.
 - Private waiting area for clients with reading materials and filtered drinking water.
 - Lessee can promote their services in Flourish Studios including leaving business cards on-site.
 - Wireless internet connection for all Lessees.
 - White-Noise machines for added client privacy.
 - Option to join the "Therapists in Residence" program.
 - Playroom care for children of clients receiving care by Lessee (with at least 48 hour request notice).
- 7) **Use.** The Lessee shall only use the Leased Room for educational, therapeutic, or health or clinical purposes. Lessee shall use the Leased Room in a careful, safe, and proper manner and shall not use or permit the Leased Room to be used for any purpose or in any manner prohibited by the laws of the United States, the State of Illinois, or the ordinances of the City of Chicago or Cook County.
- 8) **Licensure.** Lessee shall provide a copy to Lessor's agents of any appropriate licensure documentation in the Lessee's area of practice. Documents include any clinical licenses, professional degrees, legal documents or formal training entitling Lessee to work in the Lessee's professional field of practice.
- 9) **Malpractice.** Lessee shall provide a copy to Lessor of Lessee's current malpractice insurance coverage. Lessor shall maintain malpractice coverage insurance on the Flourish Studios premises and the Leased Therapy Room in such amounts as Lessor shall deem appropriate. Flourish Studios, is not responsible for any claim or legal malpractice suit(s) brought against the Lessee by an of Lessee's agents, employees or invitees.
- 10) **Sublease and Assignment.** Lessee shall not assign or sublease this Lease without the express written consent of Lessor. Any such assignment or sublease without such consent shall be void and, at the option of the Lessor, Lessor may terminate this Lease. Notwithstanding the consent of the Lessor to any such assignment or sublease, the Lessee shall not be released from any obligation to pay the rent and to perform all other obligations Lessee may have under this Lease for the remainder of the Term.

- 11) **Amendments to the Lease.** Lessee is strongly discouraged from making amendments to this signed lease. A surcharge of \$50 per amendment (ex: day or time changes) or lease change (ex: voiding an active lease to sign a new lease) will be incurred by the Lessee every time a signed lease is modified, per the Lessee's request. All requests for signed lease revisions must be submitted in writing to the Lessor.
- 12) **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Leased Room for the purpose of inspecting, maintaining, or repairing the Leased Room.
- 13) **Last Minute Room Rental.** Emergency room rental available with 24 hour notice or day before during business hours contact with Lessor's agents. Hourly fees to apply for all hours used in these additional room rentals. Payment due at time of use. Emergency room rentals based on room availability.
- 14) **Care, Waste, and Maintenance of Premises.** Lessee agrees to not commit waste on the premises, or maintain or permit to be maintained a nuisance on the premises. Lessor agrees to provide a clean environment upon start of the Term. Lessee agrees to leave the Leased Room clean and in a same or improved condition upon completion of the Term. Lessor reserves the right to assess a reasonable charge if it is determined that cleanup after completion of the Term is excessive. Lessee shall be charged for repairs required through damage caused by Lessee. It is agreed that Lessee will not make or permit to be made any alterations, additions, improvements, or changes in the Leased Room without in each case first obtaining the written consent of Lessor. No tape, other adhesion, tacks, or staples shall be used on any interior structure in the Leased Room without written consent of Lessor. The use of open flames, such as candles, moxa or other herbs, incense, etc., is prohibited, and fire resistant materials shall be used whenever possible. Lessee acknowledges that the Leased Room is designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or device that utilizes excessive electrical energy or which may, in Lessor's reasonable opinion, overloads the wiring or interferes with electrical services to other lessees. Any Lessee using the massage table shall sanitize before and after each, cover the table with clean linens, and provide own linens for professional use of table. Any equipment kept on premises shall need permission from Lessor first and labeled with owner/Lessee's information. Any/all equipment use by Lessee shall be cleaned-up upon end of leased time term.
- 15) **Waiver.** No failure of Lessor to enforce any term herein, or any delay in taking any action in connection therewith, shall be deemed a waiver. A waiver by Lessor of a breach of any covenant or duty of Lessee under the Lease is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.
- 16) **Lessee's Holding Over.** The parties agree that any holding over by Lessee under the Lease, without Lessor's written consent, shall be a tenancy at will which may be terminated by Lessor without notice, unless agreed to beforehand by both parties. Hourly rental rates apply.
- 17) **Removal of Property.** Lessees are required to remove all property from the premises of Flourish Studios immediately following the Term unless arrangements have been made with Flourish Studios for removal at another time. Flourish Studios will not ensure the safety of any property left in the building after the Term. Flourish Studios will dispose of any property not removed.
- 18) **Signs.** Lessee shall not place any signs on the Flourish Studios premises without first obtaining the written consent of Lessor.
- 19) **Casualty.** If the Leased Room or any other part of the Flourish Studios premises is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

- 20) **Insurance.** Lessor shall maintain fire and extended coverage insurance on the Flourish Studios premises and the Leased Room in such amounts as Lessor shall deem appropriate. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property located in the Leased Room.
- 21) **Default.** If Lessee defaults in the performance of or compliance with any term or condition of the Lease, the Lease, at the option of Lessor, shall be terminated, and Lessor may recover damages, including costs and attorney fees. Lessee shall be given written notice of any default or breach.
- 22) **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person or property on the premises of Flourish Studios in connection with the Lessee, and Lessee agrees to indemnify and hold Lessor harmless from any claims for damages, claims, liabilities, and other obligations, other than those resulting from the gross negligence of the Lessor.
- 23) **Quiet Possession.** Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and possession of the Leased Room during the daily block of hours agreed to in this Lease, for the Term of this Lease.
- 24) **Eminent Domain.** If any legally, constituted authority condemns the Flourish Studios premises or such part thereof which shall make the Leased Room unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.
- 25) **Choice of Law.** This Lease shall be governed by, construed, and enforced in accordance with the laws of Illinois.
- 26) **Notice.** Any notice which either party may or is required to give, shall be given in writing by hand-delivery or by mailing the same, postage prepaid, to Lessor at 3020 N. Lincoln, Chicago, IL 60657 or to Lessee at _____.
- 27) **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing, signed by both parties.

In Witness Whereof, the parties have executed this Lease on _____ [date].

[Lessee, sign]

[Lessee, print]

[Lessor, sign]

[Lessor, print]