



## SPACE USE AGREEMENT

This Space Use Agreement ("Agreement") is entered into on **Date:** \_\_\_\_\_, by and between:

**Host:**

Elyse Smith, Phases of the Moon  
4 Kingsway Road  
Egg Harbor Township, NJ

**Guest Instructor:**

Name: \_\_\_\_\_  
Website: \_\_\_\_\_  
Phone: \_\_\_\_\_

### 1. Purpose of Agreement

The Host grants the Guest Instructor a short-term, revocable license to use designated areas of the property for classes, workshops, retreats, or gatherings. This Agreement does not constitute a lease, tenancy, partnership, or joint venture.

### 2. Permitted Use & Spaces

Included Spaces:

Healing Room  
Kitchen (refrigerator access only; no cooking)  
Powder Room  
Street parking  
Outdoor areas including property grounds, trails, and hot tub  
Camping area (when included as part of the event)

Fire Pit Use (If Applicable):

Firewood is included when camping is offered as part of an event.  
Additional firewood may be purchased for \$\_\_\_\_\_.

The Guest Instructor is solely responsible for ensuring that all fires are fully extinguished with the hose before retiring for the night.

This responsibility may not be delegated to another individual.

Guest Instructor Fire Safety Acknowledgment:

Guest Instructor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. Dates & Times of Use

Scheduled Use: \_\_\_\_\_



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## 4. Compensation

The Guest Instructor agrees to the following payment terms:

Deposit: \$150 due at time of reservation (non-refundable)

Remaining Balance: \$600 due no later than seven (7) days prior to the event

## 5. Responsibility & Liability

The Guest Instructor acknowledges and agrees that:

The Host is not responsible or liable for injury, illness, loss, theft, damage, or incidents occurring before, during, or after the event.

All participants and attendees are the sole responsibility of themselves.

While the Host carries insurance and obtains participant waivers they do not provide insurance coverage for the Guest Instructor.

Guest Instructor is strongly encouraged to carry appropriate liability insurance and obtain participant waivers.

Guest Instructor agrees to indemnify, defend, and hold harmless the Host from any claims, damages, losses, or liabilities arising from use of the property.

## 6. Expectations of Use

The Guest Instructor agrees to:

Treat the property as a private residence and sacred healing space

Maintain cleanliness, safety, and respectful conduct at all times

Prohibit smoking, illegal substances, or disruptive behavior

Comply with all applicable local, state, and health/safety regulations

Supervise attendees at all times and promptly notify the Host of any concerns, damage, or incidents

## 7. Optional Add-Ons

Meals: Vegetarian / Gluten-Free — \$110 per 3-day weekend

Camping: Rustic tent camping — \$80 per person, per weekend

- Includes access to powder room and water
- Quiet hours apply
- Campers must supply their own gear

## 8. Force Majeure & Weather

Neither party shall be held liable for failure or delay in performance under this Agreement due to events beyond reasonable control, including but not limited to acts of God, severe weather conditions, natural disasters, fire, flooding, power outages, government orders, public health emergencies, or other unforeseen circumstances ("Force Majeure Events").

In the event of a Force Majeure Event that makes use of the property unsafe, impractical, or impossible, the Host reserves the right to postpone, reschedule, or cancel the event. Reasonable efforts will be made to notify the Guest Instructor as soon as possible.

Deposits remain non-refundable.

Any additional payments already made may be applied toward a rescheduled date, subject to availability, within twelve (12) months of the original event date.

If rescheduling is not feasible, no further compensation shall be owed by either party.

Outdoor activities, camping, and fire pit use are weather-dependent and may be restricted or canceled at the Host's discretion for safety reasons without constituting a breach of this Agreement.



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### 9. Cancellations

The Host may set a minimum enrollment requirement for events. If the minimum is not met, or in the event of an emergency, either party may cancel the Agreement with at least seven (7) days' written notice.

### 10. Mutual Respect & Right to Revoke

Both parties agree to uphold the space as one of healing, creativity, and mutual respect.

The Host reserves the right to revoke access immediately if safety, boundaries, or the integrity of the space are compromised.

### 11. Business Status

The Host operates a private healing business and is not a 501(c)(3) nonprofit organization. This Agreement does not establish tax-exempt status, co-branding, partnership, or shared financial responsibility.

By signing below, both parties acknowledge that they have read, understood, and agree to the terms of this Agreement.

### 12. Signatures

Host Name: \_\_\_\_\_

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

Guest Instructor Name: \_\_\_\_\_

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