



9670 Eagle Ranch Rd. NW | Suite 3  
Albuquerque, NM 87114  
505-934-4060  
Website: [www.thenestabq.com](http://www.thenestabq.com)  
Email: [thenestabq@gmail.com](mailto:thenestabq@gmail.com)

This contract represents an ongoing arrangement between The Nest ABQ LLC (“The Nest”) and “Renter”. The person signing this agreement and the organization on whose behalf the Facility rental is being made are responsible for compliance with this agreement. The following agreements apply to every instance in the future in which Renter uses any of The Nest facilities location for any purpose.

If Renter fails to uphold any of the following requirements, Renter’s privileges may be revoked. All Renters are required to read and sign the Rental Agreement as part of the rental.

### 1 RESERVATIONS

1. Prior to reserving a fitness room, personal training area, or treatment room (all of which are referred to as a “room” in this agreement unless otherwise noted), Renter must deliver this Rental Agreement signed, along with a certificate of insurance (when specified), and any other items deemed necessary by The Nest in its sole discretion.
2. A person who is at least eighteen (18) years of age must sign this agreement.
3. Room reservations must be made using a phone app entitled “Court Reserve” available for iOS and Android devices.
4. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted.

### 2 RESERVATION START AND END TIMES

1. Our business model only works if Renters “Arrive and Exit” the reserved rooms at the time of your reservation.
2. Renter must clean the floors by the end of the reservation. If renter is still in the room passed the end time of the reservation, renter can be assessed a \$15 late fee.
3. If another renter is occupying the room at your start time, you may walk in and “kindly” tell them to leave the space immediately. If there are any issues, please call Joe 505-934-4060
4. If you need additional time to setup or cleanup, you must reserve additional time when making your reservation.

### 3 FEES

1. The Nest ABQ LLC requires a rental fee from Renter prior to each scheduled use of a room. Renters must reserve a room using the “Court Reserve” app where the fee will be collected using one of the available payment methods.
2. Fees are paid at the time you reserve the wellness room. You may be charged a \$15 late fee if your payment is not collected prior to your reservation.
3. Account credits are not automatically used toward payment for reservations made prior to issuing the credit. If you want to use your credit for an existing reservation that has not already been charged, you must first cancel the reservation, then book it again.
4. Rental prices are available on our web site and on the Court Reserve app, and are subject to change without notice.
5. The collection of student fees is the responsibility of the Renter.
6. In the event the Facility is left damaged, Renter shall be charged for all janitorial and/or repair fees incurred by The Nest as a result of these fees shall be billed to Renter.
7. Depending on your intended use of the Facility, you may be asked for a security deposit.



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#### 4 CANCELLATION

1. You may cancel a reservation five (5) or more days in advance of the start time without charge. You will receive a refund if you were charged for the reservation.
2. If you cancel a reservation with less than three (3) days' notice, or fail to appear for the reservation, no refund or credit will be issued.
3. The Nest LLC may cancel a reservation at any time due to safety concerns, extenuating circumstances, or any other valid matter. The Nest ABQ LLC may not cancel for convenience or any prejudice, including but not limited to sex, race, age, religion, or lifestyle. If The Nest Abq LLC cancels a reservation, you will be issued a credit to your account.
4. Unless The Nest Abq. LLC is closed due to inclement weather, our cancellation policy applies. Should The Nest close, you will be issued a credit. We will consider extenuating circumstances on a case-by-case basis.

#### 5 CLASSES

1. For purposes of this agreement, a "class" is any activity held at the Facility.
2. Each student must sign-in at the reception desk as soon as they enter the facility for any class.
3. Students attending for the first time are required to sign a student waiver. It is the responsibility of the Renter to make sure each student signs a waiver form. Waiver forms are available at \_\_\_\_\_ or using the iPad at the reception desk.

#### 6 INDEMNIFICATION

1. Renter shall indemnify, defend, and hold harmless The Nest ABQ LLC, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of The Nest Abq LLC, its officers, employees, or agents.
2. Renter shall report any complaint, personal injury, or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of The Nest facilities and adjoining property to the Manager or his/her designee in writing to [thenestabq@gmail.com](mailto:thenestabq@gmail.com) within 48 hours of occurrence. If report is not filed within that time, NO refunds will be available for any reason.
3. Renter waives any right of recovery against The Nest Abq LLC, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if The Nest, its officers, employees, or agents seek recovery against Renter.
4. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The Nest is not responsible for providing this supervision. However, The Nest may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.



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## 7 SET UP / CLEAN UP

1. Renter shall be responsible for all cleanup of the Facility, including at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition. The Nest Abq LLC shall be left in the condition it appeared prior to rental. If The Nest must clean after your departure, you will be assessed a \$75 cleaning fee.
2. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of a The Nest Owner or designee.
3. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by The Nest Abq LLC as a result.

## 8 EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take The Nest property outside of the Facility for any reason without the prior written approval of the Nest a Owner or designee.
2. Renter may use The Nest equipment located in rented room as part of the reservation. Renter may not remove equipment from any other room without permission of a The Nest Abq LLC staff member. All equipment must be cleaned and returned to its proper location after use.
3. Renter shall not use or have any food in the room at any time and not limited to such items as gum, tobacco, or sunflower seeds. Any cleanup of previously stated materials may result in additional billing passed on to the Renter if they are deemed responsible.

## 9 INDEPENDENT CONTRACTOR

1. Renter is an Independent Contractor and nothing contained in this agreement shall be deemed or interpreted to constitute the Renter as a partner, agent or employee of The Nest Abq LLC, nor shall either party have any authority to bind the other.
2. The Nest is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Renter. Neither the Renter nor its employees shall be entitled to receive any benefits and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for The Nest Abq LLC.
3. The Renter is responsible for their own tax returns. Travel or related expenses are also the responsibility of the Renter and The Nest Abq LLC shall not reimburse any travel or related expenses.



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## 10 MISCELLANEOUS

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. Class size shall not be such as to prohibit individuals from using the room in a lawfully and safe manner (occupancy of the upstairs is 22).
3. Facility premises have security cameras recording 24-hours a day (except in bathrooms and exercise room) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm. You should contact the Facility if you have questions.
4. Smoking is not permitted at the Facility.
5. No animals are permitted at the Facility, with the exception of service animals.
6. If Renter violates any part of this agreement or reports false information to The Nest, they may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee.
7. The Nest may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
8. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9. This agreement shall be governed and construed in accordance with the laws of the State of New Mexico.
10. The Nest reserves the right, at any time and from time-to-time, to update, revise, supplement, and otherwise modify this agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Facility. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions will be effective immediately and incorporated into this agreement. Your continued use of the Facility will be deemed to constitute your acceptance of any and all such additional terms.

## 11 DOCUMENTS

The items below are not mandatory, but please provide copies. Ask your insurance carrier to List as an additional insured:

The Nest ABQ LLC and JLN LLC  
9670 Eagle Ranch Rd NW Ste 3 2nd Floor  
Albuquerque, NM 87114  
(most companies do not charge for this endorsement)

- General Liability Insurance
- Certified Fitness certificates
- CPR Training certificate
- Other relevant certifications



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## 12 COVID-19

I understand that I am opting to conduct services within a The Nest facility and understand that the novel coronavirus (COVID 19) has been declared a worldwide pandemic by the World Health Org. I further understand that COVID 19 is extremely contagious and is believed to spread by person-to-person contact; and, as a result, federal and state health agencies recommend social distancing.

I recognize The Nest is closely monitoring this situation and have put in place reasonable preventative measures aimed to reduce the spread of COVID-19. However, given the nature of the virus, I understand there is an inherent risk of becoming infected with COVID-19 by virtue of proceeding with any service.

I hereby acknowledge and assume the risk of becoming infected with COVID-19 through this facility, and I give my express permission to proceed. I understand that, even if I have been tested for COVID-19 and received a negative test result, the tests in some cases may fail to detect the virus or I may have contracted COVID-19 after the test. I understand that, if I have a COVID-19 infection, and even if I do not have any symptoms for the same, proceeding with this service can lead to a higher chance of complication and death. I understand that possible exposure to COVID-19 may result in the following: a positive COVID-19 diagnosis, extended quarantine/self-isolation, additional tests, hospitalization that may require medical therapy, Intensive Care treatment, possible need for intubation/ventilator support, short-term or long-term intubation, other potential complications, and the risk of death. I understand that all of my students/clients, as well as anyone else attending on my behalf, MUST sign the Student Waiver form prior to attending my provided service.

I confirm that I am not presenting with any of the following symptoms of COVID-19:

- Fever
- Shortness of breath
- Sore throat
- Runny nose
- Dry cough
- Loss of sense of smell or taste
- Rash

For any future reservations, I understand I must disclose if I have any of the aforementioned symptoms and will discuss rescheduling with The Nest Abq LLC.

I UNDERSTAND THE EXPLANATION AND HAVE NO MORE QUESTIONS AND CONSENT TO THE SERVICE.



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For any future reservations, I understand I must disclose if I have any of the aforementioned symptoms and will discuss rescheduling with The Nest.

I UNDERSTAND THE EXPLANATION AND HAVE NO MORE QUESTIONS AND CONSENT TO THE SERVICE.

Renter

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Printed Name

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Signature

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Company / Title

The Nest Abq LLC

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Anthony J Keller, Managing Member