

# SECURE COUNSELING CLINIC

## SPACE USAGE AGREEMENT – Downtown Location

This agreement between Secure Counseling Clinic, LLC (heretofore known as “Host”) and you, the Scheduler (heretofore known as “Guest”), does not represent a sublease or sublet of any kind. This agreement is specific to the space selected only for online booking at Secure Counseling Clinic. The Guest does not have any rental entitlements to the leased space, mailing address, nor does this agreement supercede the rental agreement between Secure Counseling Clinic, LLC and its Leaser.

All payments will be made directly to the Host, reserved through our website booking system and through electronic billing from the Host. No communication or payments will be made by the Guest to building Leaser regarding the Host’s space. All payments will be resolved through the Host and Guest. Host maintains exclusive relationship with building leaser.

No signage will be installed for businesses other than Secure Counseling Clinic (“Host”). No business cards or promotional materials displayed without written permission from Host. Host reserves the right to remove any materials at any time. Guest will not receive mail or deliveries of any kind at location without written permission from Host.

Guest will not store confidential files onsite. Guest is not entitled to Host’s HIPPA-protected documents and does not act as an clinical practitioner of Host. Guest will not represent themself(ves) as a member of Host’s staff, unless a Secure Counseling Clinic Contractor Agreement is in place. Guest is not considered an employee or contractor of Host and will not receive any 1099, W-2, or other tax documentation from Host other than Receipt of Payment for space usage.

Should Guest require storage for supplies or resources onsite for ongoing use, Host has space available at an added storage fee on a monthly rate. Guest will not store office furniture or decor in the space. Guest will not keep personal possessions in the spaces without prior agreement in writing from the Host. The Host reserves the right to remove or reposition any items left in the space. Host also may rearrange or reconfigure existing items that are the property of the Host. Guest agrees that Host is not responsible for loss, theft or damage to items left in offices. Reasonable measures to protect property are taken by Host with keyless entry to each room in the suite.

Guest will not remove any furnishings, including toys, books, or other therapeutic supplies from space. If, during the use of space, any toys (sand tray miniatures, dolls, paper materials, non-consumable art supplies, etc) are utilized, Guest agrees to place items back in their organized storage shelving and bins as when Guest arrived. Guest agrees that any damaged or misused furnishings or therapeutic supplies will be documented as soon as possible in writing to Host and replaced or billed for replacement. If furnishings are damaged (e.g. antique rugs, upholstery, or carpet stained beyond regular wear and tear), Guest agrees to reimburse Host for professional cleaning services.

Guest will be assigned a unique keyless entry code to Main Suite Door, as well as interior doors that are part of booking. Guest will not use spaces that are not specified in this agreement. Guest will adhere to scheduled times outlined in this agreement. Guest is hereby informed that Host monitors all door passages through Sifely security program.

**Together,** Guest and Host agree to maintain cleanliness and order of the Waiting Room, Kitchen, Classroom, and three Therapy Offices. Cleanliness includes:

- Placing used/dirty dishes on the bussing tray (or in the dishwasher if use is for more than 8-10 people), including coffee mugs from hospitality
- Keeping the hospitality shelves stocked for use when Guest arrives with families, students or clients
- Keeping water in the Keurig machine tanks
- Keeping the kitchen clean of debris or rotting food items inside any appliances or cabinets
- Disposing of trash
- Tidying spaces prior to leaving

Host agrees to maintain stock of hospitality and hygiene items, including Keurig coffee pods, teas, sweeteners and creamers, facial tissues, candy, hand sanitizer, and facial masks. Host agrees to maintain stock of consumable kitchen supplies, including paper towels, dish soap, dishwasher detergent. Art supplies and paper (printer paper, note taking materials, etc) are not included in this Agreement, and Guest will request in writing use of any art supplies or provide their own consumable art supplies. Host will provide general office cleaning services through rental agreement with Epoch Management, which includes vacuuming and trash service. Guest agrees to refill any empty dispensers or baskets with Host’s stocked items when necessary.

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Guest is hereby informed that Host has an Psychiatric Service Dog ("PSD") that attends sessions and is regularly in the office suite for therapy clients of the practice owner, Vanessa Knight. PSD is credentialed and allowed access to any space. Guest acknowledges that animals do occasionally make noise, including barking or vocalization on occasion. Guest agrees not to mistreat, abuse or harrass PSD or allow others to do so. Guest agrees treat PSD with honor for his role in the practice, speak kindly of and to him, and treat him as part of the team.

Guest is hereby informed that Host has one reserved surface parking space for Clients only of Secure Counseling Clinic. Guest agrees not to park in this space when onsite. This surface space is available to Clients of Secure Counseling Clinic only, whose clinician is an employee of the business. Guest is hereby informed that 9th Street and Baltimore Avenue are both two-hour free street parking. Surface lots on the rear/North of the building are available after 5:30pm and on weekends for free. Other parking options are available in the area, including paid street parking for 2+ hours. This paid street or garage parking is generally equivalent to the reserved parking rate that the Host pays to Epoch Management for garage and surface parking.

Should Guest wish to change or add usage of space within the duration of this Agreement, a separate booking will be made. Changes to scheduling will be at the Host's discretion only with less than 24 hours notice of cancellation or rescheduling. No reduction of space usage will be allowed after commencement of this Agreement. All billed space usage hours will be paid regardless of whether Guest attends the usage time or not. Client or student attendance has no bearing on expected payment for space usage. Guest agrees to pay full amount specified in this Agreement, regardless of variables in client schedule, personal schedule, inclement weather, or otherwise.

If building becomes unavailable due to Epoch Management's closing of the entire building, Host will not expect payment for those hours of this Agreement. Invoice will be prorated for the loss of space usage while building maintenance/management has closed the property.

Guest understands that all common areas of the building are managed by Epoch Management. Guest agrees to indemnify Secure Counseling Clinic, LLC from any claim of injury, harm, or theft that occurs at this location.

Guest will have use of Kitchen at all times, with the understanding that Kitchen is accessed *through the classroom* and occasional classes will occur that require Kitchen closure. Guest and Host agree that discrete passage through the Art Room/Classroom in order to gain access to the Kitchen is expected and welcomed, should it be needed when a group or activity is taking place in the Classroom with instructor's permission..

If needed for afterhours access, host will keep Guest informed of Building Code at entrance of 820 Baltimore Avenue, which changes quarterly. Guest understands this code is generated by property management company and not within the control of Host.