

RICHMOND AREA ARTS COUNCIL/LEASE AGREEMENT

(Please print document, complete and mail with deposit)

THIS LEASE AGREEMENT made and entered into this the _____ day of _____,

_____ by and between the RICHMOND AREA ARTS COUNCIL, hereinafter referred to as LESSOR and _____.

Hereafter referred to as LESSEE:

WITNESSETH

It is mutually agreed by and between Lessor and Lessee as follows:

1. The Lessor hereby leases the Richmond Area Arts Center. Lessee may use the usual entrances and exits for the designated dates and times. The wooden stained glass door in the Performance Hall is to be kept locked and closed at ALL times.
2. The Lessee agrees to pay lessor, in consideration for the use of the said facility the sum total of _____ in addition to any other sums paid to Lessor pursuant to subsequent sections of this Agreement. This total includes a \$200 non-refundable deposit. Please see Rules and Regulations.
3. Neither the entire premises nor any part thereof may be sublet or assigned.
4. Should Lessee desire to cancel this Lease Agreement, and if notification of such, is given to Lessor at least (30) days prior to the date of intended use. No deposit shall be refunded.
5. Lessee shall, cause its officers, servants, agents, employees, licensees, patrons, and guests to abide by the rules and regulations adopted by Lessor of the use, occupancy and operation of said premises. A copy of the current applicable rules and regulations shall be given at the time of the rental deposit.
6. No activities in violation of Federal, State or Local laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessees agree to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
7. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or City law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless there from, including any and all costs, penalties, interest and expenses pertaining thereto.

8. No portion of any passageway or exit way shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit way shall be locked, blocked, or bolted while the facility is in use, with the exception of the double wooden stain glass doors in the Performance Hall. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times. In the event of an emergency, fire or similar situation, lessee should immediately notify the fire department or proper authorities and evacuate the building.

9. Lessee agrees not to bring onto the leased premises any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. Lessor shall have the right to refuse to allow any such material, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal there from if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or other, for any loss or damage to any such property no matter how any loss or damage to any such may be caused. Lessee further agrees to indemnify and hold Lessor harmless from and against any and all claims whatsoever arising out of Lessee's acts and or use of the premises.

10. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence which is satisfactory to Lessor that any royalty or other charge has been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damages, or expense arising from any claim of judgment of infringement of such copyright.

11. Lessor agrees to furnish Lessee the premises "as is", including the existing heat, water, light, electrical service and ventilation.

12. Lessee shall be responsible for any and all damage to the premises and to Lessor's property cause by the acts of Lessee or Lessee's officers, agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced. Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their condition, ordinary use and wear thereof expected.

13. Lessee acknowledges that the RAAC Center, shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without any restriction whatsoever.

14. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or by act of any governmental authority, or should any part of the RAAC Center be made impractical for use by any cause, Lessor may, at its discretion, terminate and void this agreement. If such termination occurs before the

lease period begins, Lessor will refund to Lessee any prepaid rent. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation, which might arise out of such termination.

15. Events cancelled due to inclement weather may be re-scheduled within 30 days.

16. Lessor retains the right to recover from Lessee any additional sums required to cure or correct any situation or circumstance caused by or resulting from any breach or violation of this agreement by Lessee, including reasonable attorney's fees paid or agreed to be paid by Lessee in connection therewith.

17. Notwithstanding any other provision of the agreement, if Lessee breaches or violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as partial liquidated damages, and no portion shall be returned to Lessee. If the Lessee is in violation of the terms, conditions or covenants the Lessor shall also have the right to terminate this agreement at its sole election.

18. If alcohol is to be served on the premises, it may only be done so in strict accordance with the alcohol policy as stated in the Rules and Regulations. Furthermore, Lessee agrees to hold Lessor harmless from liability arising from the serving of alcohol on the premises.

IN WITNESS THEREOF, this agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date mentioned on the first page of this document.

Witness: Lessor:

Richmond Area Arts Council representative : _____

Witness: Lessee:

Lessee Printed Name: _____

Lessee Signature _____

Date: _____

Lessee Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell: _____

Email Address: _____