



**LEASE AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Earlville Opera House, Landlord, hereinafter referred to as EOH, and \_\_\_\_\_ performing as \_\_\_\_\_, hereinafter referred to as Tenant.

1. **FACILITY USE:** EOH agrees to the use of EOH facilities, specified below, by Tenant for the purpose of:

**Event:** \_\_\_\_\_  
**Date(s)/Time(s):** \_\_\_\_\_

**Fee(s):**

**Check one category:** General Rental/Promoter \_\_\_\_\_ or Non-Profit \_\_\_\_\_

- Theater \_\_\_\_\_
- Gallery (Specify East, West or Arts Cafe) \_\_\_\_\_
- Technical \_\_\_\_\_
- Security \_\_\_\_\_
- Box Office \_\_\_\_\_
- Other \_\_\_\_\_

**For spaces, dates and times specified above, the rent is \$\_\_\_\_\_.**

2. **DEPOSIT:** A \$100 Deposit is required at the time of booking event dates. Deposit is refundable provided rental payment is paid in full as stated below and facility is left as found.

3. **PAYMENT:** Complete rental fee settlement shall be made on night of performance prior to first intermission unless prior agreement is reached between both parties.

4. **CANCELLATION BY TENANT:** Tenant may cancel this lease upon not less than seven (7) days notice prior to the commencement of the lease given in writing to EOH. Deposit will only be returned if cancellation occurs within at least seven (7) days notice.

5. **CANCELLATION BY EOH:** In the event the rental space is rendered not available or unfit for occupancy, EOH shall return to Tenant any advance payments or un-accrued payments without any further liability or obligation.

6. **INSURANCE:** Tenant will comply with the insurance provisions of the Usage Policy and Fee Schedule.

7. **USAGE POLICY:** Tenant agrees to observe and abide by the Rental Policy and Fee Schedule which are expressly incorporated herein. Tenant acknowledges receipt and review of the Rental Policy and Fee Schedule.

8. **HOLD HARMLESS PROVISIONS:** Tenant shall indemnify, defend and hold harmless the EOH, its officers, Board of Directors, employees, agents and any other person acting on behalf of or under its control or supervision from and against any claim of injury to person or property, or of any nature and how ever caused, arising directly or indirectly out of the use, occupation and control of the leased premises, or the streets, alleys and sidewalks adjacent thereto by the Tenant at any time during the term of the lease. EOH agrees to promptly notify the Tenant of any claim which relates to the foregoing indemnity and hold harmless, but failure to give such notice shall not relieve Tenant from any liability with respect to any such claim.

9. **WAIVER OF SUBROGATION:** Landlord and Tenant mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered by) and/or recommended within the Insurance provision of their Lease Agreement. For purposes of this Section, all deductibles shall be considered insured losses. The parties further mutually agree their respective insurance companies have no right of subrogation against the other.

10. The undersigned certifies that s/he is a principal officer of Tenant with authority to obligate it; has knowledge of the rental information presented herein; has read the Rental Policy and Fee Schedule, as well as this Lease Agreement and Required Introduction; is committed to fulfilling the responsibilities outlined; and on behalf of Tenant, releases the EOH, its Board of Directors, employees and agents with respect to damages to property or materials submitted in connection with this rental. The undersigned further certifies that Tenant Board of Directors, if applicable, has been made aware of and approves of this rental, and agrees to implement the rental as outlined.

Any person signing this statement without authority to obligate Tenant agrees to be personally liable for any damages sustained to the facility and any loss of property or damage to property owned by the EOH or on display through one of its programs.

**Tenant Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signed by:** \_\_\_\_\_  
(Authorized signature for Tenant) (Title)

**Date:** \_\_\_\_\_

**Landlord:** Earlville Opera House, 18 East Main Street, Earlville, NY 13332

**Signed by:** \_\_\_\_\_  
(Authorized signature for EOH) (Title)

**Date:** \_\_\_\_\_

July 2019

