

Hamburg Strand Theater

Short-Term Facility Use Agreement

This Agreement is made by and between the Our Town Foundation and the Hamburg Strand Theater, hereinafter referred to as the Lessor, and _____ hereinafter referred to as Lessee.

For purposes of this Agreement, any reference to the Theater includes reference to any property of the Theater, including furniture and equipment.

This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

The Theater is not considered rented until Lessee delivers the Facility Use Agreement, rental fee, certificate of insurance, written evidence of permits and licenses if applicable, and any other items deemed necessary.

A person who is at least eighteen (18) years of age must sign this Agreement.

The person who signs this Agreement on behalf of a corporation or business, non-profit, or any other organization must be legally authorized to bind the organization or business in a contractual agreement.

The person signing this Agreement and the organization or business on whose behalf the Theater rental is being made (Collectively the "Lessee") are responsible for compliance with this Agreement.

If Lessee violates any part of this Agreement or reports false information to the Lessor, The Lessor may refuse Lessee further use of the Theater and the Lessee shall forfeit a portion of or all the rental fee and/or deposit.

Our Town Foundation has the right to accept or deny any application based on approval of Theater Committee.

APPLICABLE LAWS:

Lessee agrees to comply with all laws, ordinances, and rules of the Theater, the Borough of Hamburg, the State of Pennsylvania, and the United States, together with all rules and regulations of the Police and Fire Departments of the Borough of Hamburg applicable to the use of Facility and to pay all taxes imposed by law in connection with its use and occupancy thereof.

Lessee shall be responsible for securing all required permits and licenses when applicable.

RESTRICTIONS ON USE:

The Theater shall be used for the purpose stated in this Agreement and no other use will be permitted.

Those using the Theater must confine themselves to the areas provided for in this Agreement. Lessee understands and agrees that during the term of this Agreement, other events may be held in other parts of the Theater, and Lessee shall so conduct its activities so as to not interfere with those events.

Lessee agrees that it will not stage any act or performance in which fire or flames are involved.

Users may not take tables and/or chairs, and/or other items, from other rooms and/or areas of the theater.

The use of tobacco products, alcoholic beverages or illegal drugs is strictly prohibited.

Gambling of any kind is not permitted without prior approval of the Lessor

No animals are permitted in the theater, with the exception of service animals.

No food or drinks may be brought into the theater without permission of the Lessor.

SUPERVISION:

Lessee is solely responsible for supervising all individuals in the Theater and adjoining properties during the event. The Theater is not responsible for providing this supervision. However, The Theater or local police force may evict individuals from the Theater during the event if their conduct is not in the best interest of the public or is deemed detrimental in any way.

For children and youth events, the applicable group or organization must provide adequate adult supervision for all usage.

CAPACITY:

Lessee agrees that it will not distribute, or permit to be distributed in any manner, tickets in excess of seating capacity, which is 180, nor admit a larger number of persons than can safely and freely move about in the space contracted for; and the decision of the Lessor in respect to questions raised under this paragraph shall be final.

ACCESS:

Lessee shall be responsible for arranging access during the time requested for entry and exit of The Hamburg Strand Theater.

Lessee and all assignees will not be permitted access to The Hamburg Strand Theater prior to or after the event time period unless Lessee provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.

The Lessor may charge an additional amount for any event continuing past the ending time stated in the agreement.

ALTERATIONS AND DAMAGE:

Lessee agrees to use utmost care in the use of the Theater and agrees to leave the Theater in good, clean condition. Lessee shall be responsible for any and all damage to the Theater and/or its contents during use.

Lessee shall not mar, or in any way deface the Theater and shall not cause or permit anything to be done whereby the Theater shall be in any manner marred or defaced. Also, Lessee will not drive, or permit to be driven, nails, hooks, tacks, or screws into any part thereof, and will not make or allow any alterations of any kind to be made without the written permission of the Lessor.

Lessee shall promptly report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Lessee's use or occupancy of The Theater's facilities, including spectators to an event or activity, and adjoining property to the Theater, to the Lessor in writing as soon as practicable.

If Theater, during the term of this Agreement, shall be damaged by the act, default or negligence of Lessee, or Lessee's agent, employees, patrons, or any person(s) admitted to the Theater by Lessee, Lessee shall accept the amount of repair and replacement costs as estimated, or otherwise determined, by the Lessor and shall pay such sum as shall be necessary to restore the Theater to its original condition.

Lessee shall be responsible for all clean up of the Theater at the end of the rental. Lessee shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Theater, leaving the theater clean and free of all trash and litter. In the event excessive cleaning is necessary, Lessee shall be charged for any and all janitorial fees incurred by the Lessor.

EQUIPMENT/ACCESSORIES

Lessee shall secure approval of the Lessor before using any equipment, tools or furnishings.

Lessee shall not remove, relocate, or take any Theater property, equipment, or furnishings outside of Theater for any reason without the prior written approval of the Lessor.

Lessee shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the Lessor.

Depending on the event, the Lessor, may at its sole discretion, require the lessee to provide certain equipment, supplies, or services.

Lessee shall not store any equipment or materials at Theater without prior written approval of the Lessor or its designee.

INDEMNIFICATION AND INSURANCE:

The Lessee, their agents, guests, representatives, employees and assigns agree to release, protect, defend, indemnify and hold harmless The Hamburg Strand Theater, The Our Town Foundation, its representatives and its employees from and against any and all claims, liabilities, losses, damages, actions, costs and expenses (including, without limitation, reasonable attorney's fees and other legal costs) directly or indirectly arising out of their use of any Hamburg Strand Theater facilities.

Lessee shall procure and maintain general liability insurance against 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 Lessee's use or occupancy of the Theater in the amount of not less than \$1,000,000.00 (one million dollars) per occurrence. Such insurance shall name The Our Town Foundation, The Hamburg Strand Theater, its Manager, and employees as additional insureds prior to the rental date of the theater, and such insurance shall be in force continuously throughout the entire time the Lessee uses the facility. Lessee shall file certificates of such insurance with The Hamburg Strand Theater, which shall be endorsed to provide thirty (30) days notice of The Hamburg Strand Theater of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not provided and on file prior to the event, The Hamburg Strand Theater may, at its discretion, deny access to the theater.

Lessee, individually and on behalf of its guests, agents and assigns, hereby waives any right to recovery against The Our Town Foundation, The Hamburg Strand Theater, its Manager, and employees for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond its control. Lessee shall not charge results of "Acts of God" to The Hamburg Strand Theater, its Manager, or employees.

Lessee, individually and on behalf of its guests, agents and assigns, waives any right to recovery against The Our Town Foundation, The Hamburg Strand Theater, its Manager, and employees for indemnification, contribution or declaratory relief arising out of or in any way connected with Lessee's use or occupancy of the theater and adjoining property, even if The Hamburg Strand Theater, its Manager, and employees seek recovery against the Lessee.

Lessee shall be solely responsible for all acts and behavior of its guests, representatives, employees and assigns at all times while this Agreement is in effect. In no case shall the Hamburg Strand Theater, The Our Town Foundation and their respective agents, employees, representatives, assigns, affiliated persons and/or others acting on behalf be liable for the actions or inactions of Lessee and its guests, employees, representatives and assigns unless directly caused the injury due to gross negligence or willful and wanton misconduct of The Hamburg Strand Theater, The Our Town Foundation, and their employees, representatives and agents.

Lessee, its agents and assigns, also hereby agrees to indemnify and hold The Our Town Foundation and The Hamburg Strand Theater harmless against all damages sustained or suffered by any third person (not a party to the Agreement, including but not limited to Lessee's employees, agents and guests, etc.) that were caused by the acts of Lessee, its agents, guests, employees and assigns.

RELEASE/HOLD HARMLESS

Lessee agrees to hold harmless, indemnify and release The Hamburg Strand Theater, Our Town Foundation, and its respective agents, employees, representative, assigns, affiliated person, and others acting on their behalf from liability for ordinary negligence relating to any and all injuries, illnesses, damages, personal property, damages or losses that Lessee and its agents, guests, employees and others may sustain arising out of the rental of the theater.

ASSIGNMENT:

Under no circumstances shall Lessee assign or transfer this Agreement or sublet any other organization or individual the use of the Theater for the period for which Lessee has contracted.

INDEPENDENT CONTRACTOR:

Lessee is an independent contractor and not the agent or employee of the Theater.

INSPECTION:

Lessee agrees that the Lessor or Lessor's designee, may enter upon the Theater at all reasonable times to make inspection in conformity with this Agreement.

SEVERABILITY:

In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

WAIVER:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

RENTAL FEES:

There is a two hour minimum on all rentals. Hourly fees are charged from set-up to tear down (door opening to door closing times).

A discount of 15% per hour will be given to all non-profit organizations.

50% deposit must be made at time of booking with remainder paid in cash, certified check, money order or credit card the day of event. No personal checks will be accepted the day of event.

Any person or agency holding a reservation for the use of the Theater and desiring to cancel such reservation may be subject to the withholding of a portion of the deposit. No refunds will be given if cancelled within 30 days prior to event.

The Lessor may charge an additional amount for any event continuing past the ending time stated in this Agreement

Party room rental without auditorium usage: \$55 per hour

Theater auditorium rental without party room usage: \$75 per hour

Rental of both the party room and the auditorium: \$100 per hour

Private movie showings:

If you are planning on bringing **your own** DVD the rental on the theater is \$75 per hour. If any licensing/royalty fees are required, it will be lessee's responsibility.

If you are planning on viewing the featured movie, **we are required by the film companies** to charge our normal admission price of \$5 per student/\$7 per adult. This is in addition to the \$75 per hour rental fee.

Birthday Parties (includes party room and auditorium):

If bringing your own DVD the fee is \$100 per hour. This includes use of the party room and the theater and also includes a party pack (popcorn and drink) for **15** kids. Any additional party packs will cost \$2 each. If any licensing/royalty fees are required, it will be lessee's responsibility.

If showing the **featured movie, we are required by the film companies to charge our normal admission price.** Therefore, the fee will be \$100 per hour (includes both the party room and theater rental) plus \$10 per child. Price includes a party pack (popcorn and soda). Adult movie passes will be \$7 each and does not include the party pack.

NON-DISCRIMINATION:

The Lessor and Lessee agree that neither will discriminate against any individual on the basis of age, sex, sexual orientation, gender identity race, creed, color, religious belief, national origin, disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a disabled veteran or veteran of the Vietnam era, and that the Sponsor agrees to comply with all non-discriminatory laws and policies.

The above-named group or organization (1) acknowledges receipt, from The Our Town Foundation and the theater, a non-profit organization, of Short Term Facility Usage Agreement, and has read and fully understands all guidelines, requirements, restrictions and other provisions set forth in such Short Term Facility Usage Agreement, which are incorporated herein by reference, (2) requests usage of theater facilities as indicated above and (3) accepts, agrees to, and will in all respects fully and timely comply with The Hamburg Strand Theater Facilities Usage Policy in connection with such usage, including all guidelines, requirements, restrictions and other provisions set forth in such The Hamburg Strand Movie Theater Usage Policy, and such additional requirements and restrictions as may be communicated on behalf of The Hamburg Strand Theater to the above names group or organization prior to or in the course of such usage.

I am an authorized agent of the organization submitting the agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all the aforementioned rules, regulations, and conditions of use.

AUTHORIZED REPRESENTATIVE SIGNATURE

PRINT NAME _____ DATE _____

TITLE _____

ACCEPTED BY THE HAMBURG STRAND THEATER

SIGNATURE _____

PRINT NAME _____ DATE _____

TITLE _____

HAMBURG STRAND THEATER FACILITY USE AGREEMENT

LESSEE INFORMATION

Business or Organization _____

Address, City, State, Zip _____

Contact Name _____ Email _____

Telephone: Home _____ Work _____ Cell _____

EVENT INFORMATION

Description of event _____

Date(s) of event _____

Circle the room you want to reserve: theater party room both

Will be you supplying your own DVD or would you like the theater to show the movie that is currently playing? _____

If you are bringing your own DVD, what is the title? _____

Estimated total attendance _____ Number of kid packs requested _____

If multiple events, estimated attendance for each event _____

Time event begins (including set up) _____ Time event ends (includes clean up) _____

If multiple events, are these times the same for each event? Yes No

If no, indicate the start and end times for each event _____

Open to the public? Yes No Will minors be present? Yes No

Admission fee charged? Yes No Will music be played? Yes No

Are you requesting the concession stand to be open? Yes No

Will projection equipment be needed? Yes No

Will additional equipment be required? (ie. Microphone, lectern etc.) Yes No

Please list additional equipment needed _____

Total rental fee _____ Deposit paid _____ Amount due _____