

FACILITIES RENTAL AGREEMENT

This Facilities Rental Agreement ("Agreement") entered into on _____, by and between the **Center for the Arts, Inc.** (LESSOR) AND

(LESSEE). The parties hereto, intending to be legally bound, and in consideration of the mutual provisions herein contained, agree as follows:

- I. RENTAL.** LESSOR, on the dates and times set forth in this Agreement, and subject to the terms of this Agreement, hereby grants to LESSEE the right to use a portion of the building located at 110 West College Street, Murfreesboro, Tennessee 37130 (the "Building") in the "Gallery."
- II. USE.** The premises ("Gallery") shall be used by LESSEE solely for purposes congruent to the mission of the LESSOR, such as conducting training sessions, drama or music lessons or other purposes that must be agreed to by the LESSOR. LESSEE further agrees to observe and comply with all rules and regulations, adopted by the LESSOR concerning the use of the premises ("Building").
- III. DATES(S)/TIMES OF PERMITTED USE.** This Agreement shall commence on _____ (date and time) and shall terminate unless sooner terminated on _____ (date and time).
DEPOSIT. A \$200.00 deposit will be required by LESSEE. The deposit will assure LESSEE that funds are available should damage occur to the premises ("Building") or "Gallery" Deposit also assures LESSEE that funds are available if the event or session should go past its scheduled rental time and additional rental fees are levied. LESSOR is financially liable for any damage to the facility, premises or equipment caused by them or those under their supervision during use. Following an event or session the "Gallery/Theater" will be inspected for damages. If damages have occurred, notice will be given to LESSEE that repairs will be needed and resulting fees will be deducted from deposit. If no damages have occurred, deposit will be mailed to lessor no later than one week following date of lease termination to address submitted on said agreement.
- IV. RENTAL FEE.** LESSEE shall pay to LESSOR as a rental fee for the use of the premises, the sum of \$500.00 "Gallery", the sum of \$600.00 "Theater" for the first hour to include 1 hour for set up and 1 hour for recovery. Each additional hour of use will be \$150.00 "Gallery" - \$175.00 "Theater" per hour. \$200 deposit due upon execution of the Rental Agreement. 25% of total amount due 60 days prior to the event and the balance is due 30 days prior to event date. Use of the kitchen is \$25.00/hr. Use of the Mirror Room is \$55.00/hr. A baby grand piano in the "Gallery" is available for a flat rate of \$50.00. There will be a cleaning fee of \$10 per table cloth used.
- V. PRIVATE PERFORMANCE FEE** In lieu of the rental fee for the "Theater" described in Paragraph IV, LESSEE shall pay to LESSOR as a fee for a private performance produced by the LESSOR, the sum of \$10 per person in attendance or

\$1000, whichever is greater. This fee shall be in addition to the fees for use of the gallery, kitchen, mirror room, piano, and table cloths.

I. INSURANCE The LESSEE shall be responsible for providing insurance coverage for any events during the time of the permitted use of the premises. User shall provide a Certificate of Insurance (with The Center for the Arts listed as additional insured) evidencing coverage for all premises liability, fire legal liability and premises medical payments and Worker's Compensation as applicable. Indemnification and Hold Harmless: User shall indemnify and hold harmless The Center for the Arts, its officers, agents and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising in part or in whole, from the negligent or intentional acts or omissions of user, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of User, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c. User shall pay The Center for the Arts any expenses incurred as a result of User's failure to fulfill any obligation in a timely manner under this Contract.

Groups Charging Admission and/or Selling Food or beverages of any kind:

Coverage Limit

General Liability- Per Occurrence \$ 1,000,000

Aggregate \$ 1,000,000

Fire Legal \$ 1,000,000

Premises Medical Payments \$ 5,000

Worker's Comp, if applicable STATUTORY

Groups Not Charging Admission:

Coverage Limit

General Liability - Per Occurrence \$ 500,000

Aggregate \$ 500,000

Fire Legal \$ 500,000

Premises Medical Payments \$ 5,000

Worker's Comp, if applicable STATUTORY

II. ALCOHOLIC BEVERAGES The LESSEE may serve alcoholic beverages on the premises during the time of the permitted use of the premises, provided that:

a. The LESSEE informs the LESSOR in writing of intent to provide alcoholic beverages.

b. The LESSEE provides a bartender who is licensed by the Tennessee Alcoholic Beverages Commission (ABC) and insured.

c. The LESSEE provides to the LESSOR documentation of the above.

d. The LESSEE may allow individuals attending its event to bring and consume alcoholic beverages on the premises, provided that:

i. The LESSEE informs the LESSOR of its intent to do so prior to the event.

ii. That the LESSEE agrees to indemnify and hold harmless the LESSOR for any injury sustained to or damage done by any individual attending

- the event as the result, direct or indirect, of any individual consuming alcoholic beverages while attending the event.
- iii. That the LESSEE further agrees to indemnify and hold harmless the LESSOR for any individual under the age of 21 found to be consuming or in possession of alcohol on or near the premises.

- III. INDEMNIFICATION.** LESSEE shall indemnify, defend and hold harmless LESSOR, its Board of Directors, officers, agents and employees from and against any and all loss, cost-, including but not limited to; attorneys' fees, damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by LESSEE, its agents, students, trainees, invitees, or representatives in, on or about the premises ("Building"). This indemnity shall survive the termination of this Agreement. LESSEE hereby releases LESSOR from any and all liability or responsibility to LESSEE or anyone claiming through or under LESSEE by way of subrogation or otherwise for any loss or damage to equipment or property of LESSEE covered by any insurance then in force.
- IV. "AS-IS" CONDITION.** LESSEE agrees to accept the premises ("Gallery/Theater") in its "as-is" condition "with all faults".
- V. ASSIGNMENT AND SUBLEASING.** LESSEE shall not assign any interest in this Rental Agreement or otherwise transfer or sublease the premises ("Gallery/Theater") or any part thereof or permit the use of the premises ("Gallery/Theater") to any party other than LESSEE.
- VI. TERMINATION.** LESSOR may terminate this Agreement based upon any one or more of the following events:
- a) Failure of LESSOR to pay the Rental Fee or any other charges based upon any other charges due hereunder with the same is due;
 - b) LESSEE fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to LESSOR by law or in equity, LESSOR may, with or without notice, forthwith terminate this Agreement and expel and remove LESSEE, or any other person or persons in occupancy from the premises ("Building"), together with their goods and materials, using such force as may be necessary in judgment of LESSOR or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said premises ("Building") and in addition to any other remedy it may have, LESSOR may recover from LESSEE all damages it may incur by reason of such breach by LESSEE.
- VII. INTERFERENCE.** LESSEE shall use the premises ("Building") in a manner which shall not cause interference with the use or occupancy of the other portion of the Building by LESSOR or others in any way. LESSEE'S use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon LESSOR in maintaining the building.

VIII. RESTORATION. If any damage occurs to the premises (“Building”) or if any repairs or replacements need to be made to the premises (“Building”) as a result of LESSEE’S exercise of its right under this Agreement, LESSEE shall pay to LESSOR for any such damage, repairs or replacements upon demanded by LESSOR.

IX. CANCELTATION. LESSEE may cancel this Agreement at any time up to 30 days prior to the Commencement Date by providing written notice of such election to LESSOR, at no cost to LESSEE. If LESSEE shall elect to so cancel this agreement after the 30 day period prior to the Commencement Date, LESSEE will be charged 25% (21-30 days), 50% (14-20 days), 75% (8-13 days) of the Rental Cost and any expenses incurred in good faith by LESSOR in preparation for LESSEE’S use of the premises (“Building”). For cancelations 7 days prior to Commencement Date, LESSEE will be charged 100% of the Rental Costs and any expenses incurred by LESSOR. Should LESSOR need to cancel this Agreement because the space is required for instructional purposes and no other similar space is available, LESSOR shall inform LESSEE no less than 14 days prior to the event and will reimburse LESSEE for Rental funds deposited with LESSOR.

X. NOTICE. Any notices required to be given under this Agreement shall be made in writing and delivered by email, facsimile transmission, by hand or by first class mail to the following address:

If to LESSOR:

**Center for the Arts
110 West College Street
Murfreesboro, TN 37130
Facsimile: (615) 904-7893
anna@boroarts.org**

If to LESSEE:

XIII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR:

Center for the Arts
By: _____

(Title)

LESSEE:

By: _____

(Title)

Deposit in the amount of \$ _____ paid on _____
25% Rental Fee in the amount of \$ _____ paid on _____
Rental Fee balance in the amount of \$ _____ to be paid on _____

Additional Items

Mirror Room rental \$55 @ ___ hrs \$ _____
Kitchen rental rental \$25 @ ___ hrs \$ _____
Tablecloth Rental \$10 @ ___ cloths \$ _____
Baby Grand Piano \$50
Cleaning \$65
Set Up by LESSOR \$100
Tear Down by LESSOR \$100