

GARDE ARTS CENTER

325 State Street
New London, CT 06320
860-444-6766 - Tel
860-447-0503 - Fax

LESSEE CONTRACT AGREEMENT

1. **THIS AGREEMENT** is made and entered into as of the latest date appearing opposite the respective party's signature below, by and between the Garde Arts Center (hereinafter referred to as the Garde) and

Name:

Phone:

Fax:

Authorized Representative:

(Hereinafter referred to as Lessee) for the use of the Garde as specified herein.

2. **IT IS AGREED** that Lessee shall use and occupy _____ for the following and no other purpose:

EVENT:

(Hereinafter referred to as Event) on the following day(s), date(s) _____ .

Lessee may not sublet or in any way assign use of the premises to any other person or organization.

3. THE USE SPECIFIED ABOVE SHALL TAKE PLACE ACCORDING TO THE FOLLOWING SCHEDULE:

Use of the space begins at _____ on _____ .

Set Up:

Caterer:

Event Start:

End Time:

Out by:

4. **LESSEE AGREES** to pay the Garde the sum of _____ Dollars (_____) net upon arrival and occupation of the facility, which includes the following:

_____ one building Service Staff included

TO BE DETERMINED AFTER EVENT: (The following equipment and services are not included in the above costs and will be finalized and at the conclusion of the event at the following rates) as needed for event.

The Garde Arts Center may add staff at \$25.00/hour as deemed necessary for to ensure proper staffing of the event. The cost of additional staff will be the responsibility of the Lessee.

Lessee further agrees to provide the Garde no later than five (5) working days prior to the Event all setup information.

5. LESSEE agrees that bar/liquor service shall be provided by the Garde Arts Center through Gordon's Yellowfront Wines & Liquor, Ed Cramer, (860) 443-5937 exclusively.

6. DEPOSIT: Lessee agrees to pay the following deposits with return of this signed contract:

- THREE HUNDRED dollars (\$300.00 in cash or check as a deposit which will be applied toward the final billing;
- FIVE HUNDRED dollars (\$500.00) in cash or check as a refundable security/damage deposit.

7. PAYMENT: The Lessee will pay for any additional expenses for personnel, materials or services subsequent to this agreement due upon receipt of invoice.

8. RETURN OF CONTRACT: Dates requested by Lessee are not considered firm until the Garde approves the Event dates and Lessee returns signed contract with deposit no later than close of business

9. CANCELLATION: Should the Lessee cancel the Event covered by this contract, no refund of deposit shall be made, and Lessee agrees to pay any reimbursable approved and verified expenses incurred by the Garde in connection with use planned by this contract. In the event the Garde cancels the event for any reason, except Acts of God, Lessee shall be refunded all deposits and fees paid plus any approved and verified reimbursable expenses incurred by Lessee.

10. INDEMNITY: Lessee shall indemnify and hold harmless the Garde against any and all liability, penalties, damages, expenses and judgments by reason of any injury or claim of injury to person or property, caused by the negligence of the Lessee, Lessee's agents, employees or contract workers arising out of the use of the Garde Arts Center by the Lessee at any time during the term of this contract. The Lessee is hereby surrogated to any rights of the Garde against any other parties whomsoever in connection with use of the premises.

11. SAFETY AND BEHAVIOR: Lessee agrees to conduct its activities upon the premises so as not to endanger any person thereon. All materials and equipment used by Lessee must conform to all existing fire and safety codes. Lessee further agrees not to bring onto the premises any material, substances, equipment or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. Lessee will enforce amongst its own personnel the no smoking provisions and ensure that alcoholic beverages are only consumed in the areas allowable.

12. DAMAGES: Lessee shall be responsible for payment of any and all damages to the building, furnishings, fixtures or equipment caused by acts of the Lessee, or Lessee's agents, employees, patrons, guests and artists whether accidental or otherwise

13. CLEAN UP: Lessee agrees to leave the premises in the same condition as on the date use began, ordinary wear and use expected. Additional charges for post-event cleanup will be borne by the Lessee.

14. ACCESS: Lessee will afford the Garde staff the right to enter any part of the premises at any time.

15. CONCESSIONS: The Garde reserves and retains to itself the right to operate, license or permit others to operate, during the period of this contract, any and all concessions, including refreshments and merchandise, in any part of the interior or exterior of the premises. No alcoholic beverages will be served or permitted in the audience areas.

16. POSTERS: Lessee will provide and display all posters, photographs, etc. in such areas as are specified and such materials as are approved by the Garde Arts Center.

17. DONATIONS: No collections of donations, whether for charity or otherwise, shall be made, attempted or announced by Lessee without prior written approval of the Garde. Such activity is subject to 25% commission to be paid to the Garde.

18. ACT OF GOD: Neither the Garde or the Lessee shall be liable for failure to perform in the event that such failure is caused by or is due to acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic or any similar or dissimilar cause beyond the control of the Garde or the Lessee.

19. PERSONNEL: It is required that the Garde Personnel be on site at all times that the Lessee is in the building.

20. PUBLIC ADVERTISING: The name "GARDE ARTS CENTER" shall be used in all advertising and promotional materials associated with the Event and the following program copy will be used in all Event programs: ***"GARDE ARTS CENTER, Inc. is a not-for-profit community organization established in 1985 to restore and operate the historic Garde Theater and building in New London as a major performing arts center for Southeastern Connecticut. The theater and lobbies are available for rent for performances, meetings, weddings and fund-raising events. For more information, call (860) 444-6766 and please visit the Garde web site at www.gardearts.org"***

22. GOVERNING LAW: This contract constitutes the entire understanding of the parties, cannot be changed orally, and shall be construed, governed and interpreted pursuant to the law of the State of Connecticut. This contract may not be assigned by Lessee, but shall be binding on Lessee and Lessee's personal representatives and successors.

AGREED:

THE GARDE ARTS CENTER, INC.

By: _____

By: _____

George R. Dowker, Director of Operations

Title: _____

Date: _____

Date: _____