CHENANGO ARTS COUNCIL
27 West Main Street, Norwich, NY 13815
607-336-2787
info@chenangoarts.org
ChenangoArts.org

2017-2018 Venue Lease Agreement

This agreement is made this _____ day of _____, 20___ between the Chenango Arts Council, Landlord, hereinafter referred to as CAC, and _____ performing as _____, hereinafter referred to as Tenant.

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

Event: _____
Date(s)/Time(s): _____
_____

Will alcohol be served at your event: ____ Yes ____ No

It is the policy of the Chenango Arts Council (CAC) that no alcoholic beverages are to be served or consumed at our venue without prior approval of the CAC Board of Directors. Please see page 4 of Venue Rental Policies and Fee Schedule.

FEES:

Theater _____

William J. Hall Conference Room _____

Gallery _____

Studio 107 _____

Technical Representative _____

Security Support _____

Box Office Service _____

Other _____

2. ADVANCED PAYMENTS: Tenant agrees to pay CAC with the return of this signed agreement a Rental Deposit of $_____. Such payment is to be made by cash or check payable to the Chenango Arts Council. The Rental Deposit is non-refundable.

DEPOSIT RECEIVED Amount: $ _____ Date: _____

3. FINAL PAYMENT: Complete rental fee settlement shall be made on or before the date of the event unless prior agreement is reached between both parties.

4. CANCELLATION BY TENANT: Tenant may cancel this lease upon not less than 20 days notice prior to the commencement of the lease given in writing to CAC in which event CAC shall retain the Rental Deposit paid to it as a cancellation fee. If Tenant shall cancel this agreement on less than 20 days notice in writing to CAC, CAC shall retain the entire Rental Deposit as a cancellation fee. Tenant shall also pay to CAC any expenses incurred by CAC pursuant to this lease.

5. CANCELLATION BY CAC: In the event the rental space is rendered unfit for occupancy, either prior to the beginning or prior to the expiration of the term of this agreement, i.e.: destroyed or damaged by fire, the elements, mob, riot, because of national or local calamity or epidemic, or in case CAC's tenancy shall terminate either by revocation, expiration, forfeiture, or for any reason whatsoever, this agreement shall be terminated, cancelled, and at an end, CAC shall return to Tenant any advance payments or un-accrued payments without any further liability or obligation upon or by CAC. CAC shall also have the right to terminate or modify this agreement in the event a CAC-sponsored event requires the leased space. In such an event, CAC will promptly notify Tenant.

6. REASONS FOR TERMINATION OF LEASE: CAC may terminate this lease if Tenant fails to perform any of its obligations set forth herein or in the Venue Rental Policy and Fee Schedule, or appears to CAC to be financially insecure, in violation of the law, or about to default under the terms of the Lease. Upon termination of the Lease Agreement for whatever reason, Tenant agrees to promptly remove, at Tenant's expense, all its property from CAC premises within 24 hours and to forfeit all advance payments made to CAC.

7. INSURANCE: Tenant will comply with the insurance provisions of the Venue Rental Policy and Fee Schedule.

CERTIFICATE OF INSURANCE RECEIVED Date: _____

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

9. HOLD HARMLESS PROVISIONS: Tenant shall indemnify, defend and hold harmless the CAC, its officers, Board of Directors, employees, agents and any other person acting on behalf or under its control or supervision from and against any claim of injury to person or property, or any nature and howsoever 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 terms of the lease. CAC agrees to promptly notify the Tenant of any claim which relates to the foregoing indemnity, but failure to give such notice shall not relieve the Tenant from any liability with respect to any such claim.

10. WAIVER OF SUBROGATION: Lessor and Tenant on behalf of themselves, their heirs, executors, administrators and assigns, release unto each other, their heirs, executors, administrators, and assigns, all rights to claim damages for injuries to

employees or for any damage to the demised premises or the building or to other improvements located on the demised premises or for the personal property owned by the Tenant, the amount of which has been paid either to the Lessor, Tenant or to any other person, firm or corporation having an interest in said building or personal property under the terms of any fire, extended coverage or other policy of insurance. Insurance policies in effect on said building and personal property provided above shall be endorsed to waive subrogation.

The undersigned certifies that s/he is a principal officer of the rental group with authority to obligate it; has knowledge of the rental information presented herein; has read the usage policy/fee schedule, lease and required introduction; is committed to fulfilling the responsibilities outlined within; and on behalf of the rental group, releases the Chenango Arts Council, 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 the rental group Board of Directors 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 oblige the organization will be liable for any damages sustained to the facility and any loss of property or damage to property owned by the Chenango Arts Council or on display through one of its programs.

Tenant Name: _____

Address: _____

_____

Signed by: _____ _____
(Authorized signature for Tenant) (Title)

Print Name: _____

Date: _____

Landlord: Chenango Arts Council
27 West Main Street
Norwich, NY 13815

Signed by: _____ _____
(Authorized signature for Tenant) (Title)

Print Name: _____

Date: _____