

CURTAIN CALL THEATRE COMPANY

Facility Event Space Rental Agreement

This contract for the rental of our venue is made this day, _____, by and between **Curtain Call Theatre Company**, hereafter referred to as the Organization, and _____, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Organization's venue, located at 512 West Elizabeth Street, Kirksville, MO 63501 and known as Curtain Call Theatre Building, and Whereas, the Organization agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated; Now, therefore, the parties agree to the following terms and conditions:

1. **DAMAGE DEPOSIT:** The Renter shall pay to the Organization a refundable **damage deposit of \$300 due upon signing of this contract** and must remit by check made out to Curtain Call Theatre Company and mailed to P.O. Box 68, Kirksville, MO 63501. The venue will be considered officially reserved once the Organization has received said damage deposit and a signed copy of this contract.

Upon Renter's completion of his/her obligations under (2) and (5) below, the damage deposit will be returned to the renter, minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

Please indicate Name to which the damage deposit refund check should be made payable and Address to which it should be mailed, if different from Name and Address at the bottom of this contract.

Name: _____
Address 1: _____
Address 2: _____

2. **RENTAL FEE:** The full rental fee for the use of the venue shall be \$_____ (**\$250 per day/night**) and is a non-refundable payment that is **due to the Organization no later than fourteen (14) days prior to the event start date**. Payment must be made by check made out to Curtain Call Theatre Company and mailed to P.O. Box 68, Kirksville, MO 63501. Requests for building use with less than 14 days notice will be considered on an individual basis. If approved, a \$25 expedience fee will be added to the rental agreement.

3. **CANCELLATION:** A full refund of the damage deposit shall be made if the reservation is cancelled fourteen (14) days prior to the rental date. Cancellations made less than fourteen (14) days prior to the event the damage deposit will not be refunded. If the Renter fails to pay the full

rental fee by fourteen (14) days prior to the event start date and does not contact the Organization about late payment, the Organization may cancel the event with refund of the deposit. Rental fees received less than fourteen (14) days prior (if communicated to the Organization) will be subject to a \$25 expedience fee. The Renter shall be liable to owner for any legal fees, court costs, and other expenses associated with collection.

4. BUILDING ACCESS: The Renter shall have access to and use of the venue **from _____ o'clock on _____, to _____ o'clock on _____**, for the purpose of hosting the Renter's _____ event. A Curtain Call board member or representative will be present to unlock and lock the building at the beginning and end of each day's event and may remain present for the entire event.

5. CLEANING AND USE: Renter shall adequately clean all common areas to their pre-existing condition, restore furniture to its original position and setup, remove all personal property, trash, and other items that were not present in the venue when Renter took control of it, and shall vacate the premises no later than the termination date of this lease. Use of costumes or props stored in the building is not permitted without approval from a representative of the Organization. Alcohol and tobacco products are not permitted to be used in the building.

6. LIABILITY: Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that the Organization may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Organization against any and all legal actions which may arise from Renter's use of the venue.

7. LEGAL: Any disputes arising under this contract shall be adjudicated in the Organization's local jurisdiction.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

Renter's Signature, date	Organization Signature, date
Printed Name	Printed Name
Address	Address
City, State, Zip Code	City, State, Zip Code