

FRANCISCO CENTER FOR THE PERFORMING ARTS RENTAL AND USAGE AGREEMENT

This Rental and Usage Agreement is entered into this ____ day of _____, 20__ between the Francisco Center for the Performing Arts, Inc. ("FCPA"), agent for the Town of LaVeta, Colorado ("Owner"), and the Renter(s) _____ ("Renter"). The Owner and the Renter(s) agree upon the terms and conditions set forth in this Agreement for the use of the facilities located at 127 W. Francisco Street, La Veta, Colorado, 81055, known as the Francisco Center for the Performing Arts ("Facilities").

I. Booking Form and Addenda. It is agreed that the attached, completed Booking Form and Addendum A are a part of this Agreement and are incorporated as if set forth in full herein.

II. Purpose. The purpose of this rental is for the following production or event: _____. The rental period, *not including* rehearsal times, will begin at 6:00 a.m. MST/ MDT on _____, 20__ and end no later than 6:00 a.m. MST/MDT on _____, 20__ ("Rental Period"). *Renter specifically acknowledges and agrees that the FCPA is a 501(c)(3) non-profit organization and that, as such, the FCPA is prohibited by law from participating in or otherwise supporting any activity which is intended, directly or indirectly, to influence legislation or promote any political candidate for public office. Renter therefore agrees that it will not use the Facilities for either of these purposes at any time during the Rental Period or while the Facilities are in its possession or control.*

III. Usage. Rental of the Facilities includes the use of the main building and the restroom area only and is subject to the terms set forth in Addendum A to this Agreement. Use of the Prop Room, Costume Room and/or Work Room, and the contents thereof, is prohibited without the express approval of the FCPA.

IV. Rent and Fees. The total amount of rent and fees due shall be \$_____, determined as set forth in the Booking Form attached to this Agreement. Rent is due and payable as follows: \$50.00 **PLUS** one-half (½) of the total estimated Rehearsal Rent (\$_____) is due and payable upon execution of this Agreement for the "Reservation Deposit" described in paragraph V below. The total amount due (rent + fees) as set forth in the Booking Form, *less the Reservation Deposit*, is due and payable within 48 hours of the end of the Rental Period.

V. Reservation Deposit. Upon confirmation of the rental date(s) for the above-noted production or event, a deposit in the amount \$50.00 **PLUS** one-half (½) of the total estimated Rehearsal Rent (\$_____) ("Reservation Deposit") shall be promptly paid by the Renter to the FCPA. It is understood and agreed that this Agreement shall not be effective until the FCPA has received the Reservation Deposit. It is further agreed that if the Reservation Deposit is not received on or before _____, 20__, this Agreement is null and void and of no further force and effect. If the Reservation Deposit is received when due and the purpose of this Agreement is fulfilled, the full amount of the Reservation Deposit shall be applied to the total rent due as described in paragraph IV above.

VI. Cancellation. In the event that this Agreement is cancelled by the Renter at least fourteen (14) days before the start of the Rental Period defined in paragraph II above or if the FCPA cancels this Agreement at any time prior to the start of the Rental Period, the FCPA shall promptly refund the full amount of the

Reservation Deposit to the Renter. In the event that the Renter cancels this Agreement less than fourteen (14) days before the start of the Rental Period, the Reservation Deposit shall be forfeited and no part of it will be refunded to the Renter.

VII. Security and Cleaning Deposit. Upon confirmation of the rental date(s) for the above-noted production or event, an additional deposit in the amount \$100.00 ("Security Deposit") shall be promptly paid by the Renter to the FCPA. It is understood and agreed that if the Security Deposit is not received on or before _____, 20__, this Agreement is null and void and of no further force and effect. It is further agreed that the receipt of the Security Deposit by the FCPA shall not prejudice the rights of the FCPA to additional compensation should damages or loss to the Facilities or to the FCPA caused by the Renter or its invitees exceed the amount of the Security Deposit. If the Security Deposit is paid by fully negotiable check, the FCPA will not cash that check but will hold it subject to the terms set forth in paragraph VIII below.

VIII. Return of Security Deposit. If the Renter fully complies with Addendum A hereto (General Rules for Theatre Use), the FCPA shall promptly refund the full amount of the Security Deposit to the Renter upon completion or termination of the event or production or, if the Security Deposit was paid by check held by the FCPA, shall promptly return said check to the Renter, un-cashed. In the event that the Renter fails to comply with Addendum A, the Renter agrees that the full amount of the Security Deposit shall be retained by the FCPA to cover the FCPA's costs to remedy the Renter's default, the exact amount of which cannot be calculated with certainty.

IX. Insurance. Renter acknowledges and agrees that FCPA does not carry workers compensation or property and casualty insurance that will apply to any injury or incidents that may occur on the premises of the Facilities while the Facilities are under the control of the Renter. Therefore, Renter expressly agrees to indemnify and hold FCPA harmless for all losses or damages assessed against the FCPA as a result of any injury or damage occurring while the Facilities are under the control and supervision of the Renter. *FCPA strongly encourages the Renter to obtain all necessary insurances to protect itself against liability arising under this paragraph IX.*

**FRANCISCO CENTER FOR
THE PERFORMING ARTS, INC.**

RENTER(S):

By: _____ [Print]

By: _____ [Print]

Its: _____ [Print]

Its: _____ [Print]

_____ [Signature]

_____ [Signature]

Date: _____

Date: _____