

EVENT SPACE RENTAL AGREEMENT
FOR
THE DRAMA HOUSE ACADEMIC LIVING CENTER

THIS AGREEMENT (the "Agreement"), made as of this _____ day of _____, 20____, is by and between **THE DRAMA HOUSE ACADEMIC LIVING CENTER** (the "Owner"), and _____ (the "Renter," and collectively, the "Parties"), both established groups on the University of Rochester campus.

WHEREAS, the Renter wishes to use the Owner's space for _____ (the "Event");

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Space Rental. The Owner hereby grants to the Renter a limited and revocable license (the "License") to use either the Main Room or Basement of Drama House (the "Space") as requested: all other areas are not permitted for Renter use. The License permits the Renter to use the Space only on the Event Date, during the hours specified, and only for the purposes set forth in communications with the Scheduling Officer.

2. Event Date(s). The Event shall be held on _____, 20____ (the "Event Date"), between the hours of _____ and _____. The Renter and Owner must agree upon the Event Date and sign the Agreement three (3) weeks in advance. The Renter shall not have access to the Space at any time other than during the above hours on the Event Date, unless the Renter receives prior written permission from the Owner.

I. Re-occurring Events. Should the Renter wish to establish a regularly scheduled event, they need only complete one version of the general contract, making it clear in the above spaces that the event will repeat.

II. Set-up and Clean-up. Please note that the above date and time includes time that will be allotted for set-up and clean-up. The start time should represent the hour at which the Renter will be arriving, not the time at which the Event begins.

3. Fees. The Renter shall pay to the Owner a total fee of _____ dollars (the "Rental Fee") for the use of the Space. The Rental Fee is calculated based on the pieces of equipment used by the Renter in the Event. A full list of equipment and the associated charges can be obtained from the Technical Officer of the Owner. Included in the total Rental Fee shall be a security deposit of seventy-five (75) dollars (the "Deposit), which must be paid to the Owner upon the execution of this

Agreement. The Owner shall have no obligations under this Agreement until the Deposit is paid in full. The remainder of the total Rental Fee is due in full by _____:_____ on _____, 20____ (the "Payment Due Date"). If the Renter fails to pay the full Rental Fee by the Payment Due Date, the Owner shall have the right to revoke the License and to keep the full amount of the Deposit. Upon the Event's completion, the Deposit will be returned to the Renter.

4. Cancellations. If the Renter cancels the reservation for the Event more than fourteen (14) days before the Event, the Owner shall return the Rental Fee to the Renter, including the Deposit. If the Renter cancels their reservation for an Event between fourteen (14) and seven (7) days before the Event Date, the Owner shall return the Rental Fee to the Renter, but the Owner shall be entitled in this case to retain the Deposit. If the Renter cancels the reservation for the Event within seven (7) days of the Event, the Owner shall be entitled to retain the entire Rental Fee, including the Deposit.

5. Condition of Premises. The Owner shall ensure that the Space conforms to the following specifications by the Event Date: _____

Aside from the specifications set forth above, the Space shall be provided as-is, and the Owner makes no warranty to the Renter regarding the suitability of the Space for the Renter's intended use. The Renter shall leave the Space in the same or similar condition as when the Renter entered. Failure to do so will result in the Renter being charged ten (10) dollars out of the Deposit.

6. Damages to the Space. The Renter shall be held responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to pay an appropriate fee out of the Deposit determined by the Technical Officer to arrange for repairs. All damages will, of course, be evaluated on a case-by-case basis. The Renter will never be required to pay for damages caused by another group. In the event that the damages exceed the amount of the Deposit, the Renter must provide the difference to the Owner.

7. Right of Entry. The Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Owner's property, or injury to any person in or near the Space.

8. Indemnification. The Renter hereby indemnifies and hold harmless the Owner, its residents, and executive board from any damages, actions, suits, claims, or other costs arising out of or in connection with any damage to any property or any injury caused to any person caused by the Renter's use of the Space, including

any acts or omissions on the part of the Renter. The Renter shall notify the Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

9. Capacity. The number of people present in the Basement at any one time shall not exceed 50 while the room is clear, and 25 while chairs are in use. The number of people in the Main Room at any time shall not exceed 100 while the room is clear, 75 while chairs are in use, and 50 while risers are in use.

10. External Items. All external items and equipment belonging to the Renter must be removed by the end of the Event. Any exceptions to this rule must be approved by the Owner's executive board.

11. Decorations and Rentals. All decorations and rental items must be approved by an executive board member of the Owner. The Renter is responsible for decoration set-up, tear-down, and prompt removal. Any pieces of the Owner's technical equipment must be set up with the Technical Officer present.

12. Force Majeure. In the event that the Owner is unable, for reasons beyond its control, to make the Space available to the Renter on the Event Date for the purposes as set forth in this Agreement, the Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to the Renter. If the Renter selects an Alternate Event Date that is reasonably acceptable to the Owner, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties, and privileges as set forth in this Agreement shall remain binding on the Parties. If the Renter and Owner cannot agree upon an Alternate Event Date, then the Owner shall refund to the Renter the full amount of the Rental Fee (including the full Deposit). In neither case shall the Owner be liable for any additional costs or damages suffered by the Renter (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this section.

13. Revocation. The Owner shall have the right to revoke the License at any time prior to the Event date, provided it gives the Renter prior written notice of revocation. In the event that the Owner revokes the License prior to the Event for reasons other than nonpayment of fees or break of this Agreement by the Renter, the Owner shall refund to the Renter the full amount paid by the Renter in connection with this Agreement, including the entire Deposit.

14. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any University executive, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Renter and the Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first written above.

RENTER

DRAMA HOUSE

Signature

Signature

Print Name

Print Name

Title

Title