

**AGREEMENT FOR FACILITIES USAGE  
ATHENS THEATRE**

The Athens Theatre, located at 124 N Florida Avenue, DeLand, FL 32724 is owned by the Sands Theater Center Inc. a 501c3, and operated by Athens Theatre Manager LLC, hereafter referred to as VENUE.

This USAGE AGREEMENT is a series of covenants that comprise a shared understanding of permitted and prohibited usage. This series of covenants are permanent conditions.

The member using the space (hereafter referred to as RENTER) also shall receive an INVOICE with line item pricing for all services and spaces to be provided and used. The INVOICE contains specifics regarding parameters of facilities usage (spaces, duration of usage, technical services, etc.).

When the Athens Theatre receives deposit(s) in the agreed-upon amount(s) the INVOICE has binding effect.

If the RENTER violates the spirit or letter of the USAGE AGREEMENT, the binding effect of the INVOICE is nullified and VENUE is released from any remaining obligations listed in the INVOICE. Furthermore, the violation by RENTER may incur penalties, fees, fines, and may require compensation for damages. Additionally, a violation of the USAGE AGREEMENT by RENTER forfeits to VENUE any deposits or payments.

Facilities spaces and properties at Athens Theatre include the following: Box Office; Lobby; Concessions Stand; Theatre Auditorium; Tech Booth; all Basement spaces; corridors; attic spaces; Performers Dressing Rooms; Stage area and Rest Rooms.

Not all spaces are available for use by RENTER.

All spaces reserved and used by RENTER must be returned to Normal at the completion of usage.

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens

**EVENT-SPECIFIC CRITERIA RELATING TO USAGE AGREEMENT**

By this agreement, made and entered into on \_\_\_\_\_ [date], between Athens Theatre (hereafter referred to as "VENUE") and

\_\_\_\_\_

hereafter referred to as "Renter" . VENUE demises and lets to RENTER, and RENTER hires and takes as tenant of VENUE, specifically named space(s) at Athens Theatre.

RENTER is renting the following Athens Theatre spaces **[circle applicable]**

Lobby

Theatre Auditorium Orchestra Level

Theatre Auditorium Balcony Level

Stage Area

Performers Basement Dressing Rooms

Box Office

Tech Booth

RENTER agrees that applicable Athens Theatre spaces are to be used by RENTER as a performance, display, meeting, reception, educational or instructional purpose and for no other purpose whatsoever, for a term of \_\_\_\_\_[hours], beginning on \_\_\_\_\_[date], and ending on \_\_\_\_\_[date], at a rental of \$ \_\_\_\_\_, paid in full in advance to Athens Theatre.

Name of Event: \_\_\_\_\_

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens

The covenants described in sections in the following pages are mutually agreed between the parties to have full and binding effect.

#### SECTION ONE NON-REFUNDABLE DEPOSIT

On the execution of this lease, RENTER deposits with VENUE \$\_\_\_\_\_, receipt of which is acknowledged by VENUE, as payment toward the full amount due for rental. Deposit is non-refundable. The date of an event is secured upon receipt of 25% the lease fee or other deposit amount as stipulated in the contract. A special security deposit may be required depending on the event.

#### SECTION TWO SECURITY DEPOSIT AND BALANCE DUE FOR RENTAL

If SECURITY DEPOSIT is required, the SECURITY DEPOSIT can take the form of a check or money order held by VENUE from RENTER for the duration of usage as outlined in the INVOICE. The SECURITY DEPOSIT is typically returned to the RENTER upon successful completion of an event and usage, without incident. In the event of incident or damage, VENUE retains the SECURITY DEPOSIT and may provide additional claims for fair compensation. The BALANCE DUE FOR RENTAL must be paid in full before RENTER occupies rented spaces, unless explicitly indicated otherwise by VENUE.

#### SECTION THREE ASSIGNMENT AND SUBLETTING

Without the prior, express, and written consent of VENUE, RENTER shall not assign this lease, or sublet the premises or any part of the premises. A consent by VENUE to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting.

#### SECTION FOUR LEASE AGREEMENT

Under no circumstances will organizations be allowed to sublease Athens Theatre. Contracts for use of the Athens Theatre shall be issued in printed or electronic (PDF) format. No verbal agreement for use of the Athens Theatre shall be binding upon either party. Athens Theatre Manager or designee shall require the RENTER to provide information to determine proper management of any event.

A RENTER's certificate of insurance must be submitted along with the signed contract and lease deposit, unless otherwise indicated by express written consent of the management of the Athens Theatre. All RENTERS agree to accept liability for damages. Replacement or repair charges will be added to the original bill in the event damage occurs. Athens Theatre will accept no responsibility for lost or stolen items, nor will it bear any liability as a consequence of permitting access to this facility.

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens

SECTION FIVE  
ENTRY FOR INSPECTION, REPAIRS, AND ALTERATIONS

VENUE and appointed agents (staff, volunteers, interns) shall have the right to enter and operate on, within and about the leased premises to conduct normal business, operate concessions area, and any other reasons deemed necessary by the management of Athens Theatre or it's agents.

SECTION SIX  
CANCELLATION

Cancellations to an event will be accepted by Athens Theatre up to ten (10) days prior to the contracted event. However, any cancellation does not release the RENTER from owing the balance of the rent if not cancelled prior to the (10) days before the contracted event. Athens Theatre reserves the right to cancel or schedule over any event that does not pay the remainder of their balance 48 hours prior to the event. Deposits are non-refundable.

SECTION SEVEN  
REPAIRS, REDECORATION, ADHESION (TAPE) OR OTHER ALTERATIONS

VENUE shall be responsible for repairs to the interior and exterior of the building, provided, however, repairs required through damage caused by RENTER shall be charged to RENTER as additional rent. It is agreed that RENTER will not make or permit to be made any alterations, additions, improvements, or changes to the facility without in each case first obtaining the written consent of VENUE. No tape or other adhesion shall be used on any interior structure without written consent of VENUE. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes of any other kind. All alterations, changes, and improvements built, constructed, or placed in the leased facility by RENTER, with the exception of fixtures removable without damage to the facility and movable personal property, shall, unless otherwise provided by written agreement between VENUE and RENTER, be the property of VENUE and remain in the facility at the expiration or earlier termination of lease.

SECTION EIGHT  
ALCOHOL, TOBACCO AND FIREARMS

No RENTER, nor any RENTER staff, agents, associates, nor event attendees, shall be permitted to carry firearms or explosive materials while operating within the Athens Theatre, nor allowed to consume tobacco while within the premises, nor allowed to consume alcohol while anywhere on Athens Theatre properties (interior/exterior) without the express written permission of the management of Athens Theatre.

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens

SECTION NINE  
NUISANCE, OR UNLAWFUL USE

RENTER agrees not to maintain or permit to be maintained a nuisance on the premises, or use or permit the premises to be used in an unlawful manner. VENUE agrees to provide a clean environment upon start of the rental. RENTER agrees to leave facility in a same or improved condition upon ending or quitting the rental.

SECTION TEN  
WAIVERS

A waiver by VENUE of a breach of any covenant or duty of RENTER under this lease is not a waiver of a breach of any other covenant or duty of RENTER, or of any subsequent breach of the same covenant or duty.

SECTION ELEVEN  
RENTER'S HOLDING OVER

The parties agree that any holding over by RENTER under this lease, without VENUE's written consent, shall be a tenancy at will which may be terminated by VENUE without notice, unless agreed to beforehand by both parties. Hourly rental rates apply.

SECTION TWELVE  
ADDITIONAL EXPENSES

Additional expenses incurred to be invoiced after the event with 10-day payment terms. In the case of a collaborative event where fee will be based on ticket income, all ticket income will be accounted for at the event and the Athens Theatre will collect all funds and issue a check for the RENTER portion within 5 business days.

SECTION THIRTEEN  
PERSONNEL AND EQUIPMENT

The base fee includes a Facilities Manager to be onsite but does not include any technicians. Any required personnel will be determined based on the extent of the technical requirements of the production. If Athens Theatre equipment is to be used, Renter must hire the Athens Technical Director to supervise the operation. However, RENTER has the option to bring in their own staff to run equipment or contract with the Athens Theatre at cost to the RENTER, to provide needed personnel. Rates for contracted technical labor will be disclosed prior to the event.

Athens Theatre personnel will operate concessions.

If RENTER is accepting responsibility for selling tickets, they may operate the box office with their own staff. However, if tickets are being sold through the Athens Theatre box office system, Athens Theatre personnel must be hired to run the box office.

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens

Any outside labor, technical or otherwise, must be described in detail to VENUE by RENTER, and is at the discretion of the VENUE. VENUE reserves the right to deny use of outside labor or equipment. Any use of such labor or equipment will be agreed to beforehand. Actual labor or equipment, on the day of the event, contrary to that described beforehand, is grounds for breach of contract by RENTER and forfeits deposit and balance paid.

SECTION FOURTEEN  
REMOVAL OF PROPERTY

RENTER is required to remove all personal property from premises immediately following any event in the Athens Theatre unless arrangements have been made with the Athens Facilities Manager for removal at another time. Athens Theatre will not ensure the safety of any property left in the building after the event. Property not collected will be disposed.

SECTION FIFTEEN  
DEFAULT

If RENTER defaults in the performance of or compliance with other terms or conditions of this lease agreement, or deposit requirements [or of the regulations attached to and made a part of this lease agreement, which regulations shall be subject to occasional amendment or addition by VENUE], the lease, at the option of VENUE, shall terminate and be forfeited, and VENUE may recover damages, including costs and attorney fees. RENTER shall be given written notice of any default or breach.

SECTION SIXTEEN  
DESTRUCTION OF PREMISES

In the event the leased premises are destroyed or rendered untenable by fire, storm, or hurricane, or other casualty not caused by the negligence of RENTER, this lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this lease agreement. The rental shall then be accounted for between VENUE and RENTER up to the time of such injury or destruction, RENTER paying up to such date and VENUE refunding the rent collected beyond such date. Should a part only of the leased premises be destroyed or rendered untenable by fire, storm, or other casualty not caused by the negligence of RENTER, the rental shall abate in the proportion that the injured part bears to the whole leased premises. The part so injured shall be restored by VENUE as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms. Any condemnation award concerning the leased premises shall belong exclusively to VENUE.

SECTION SEVENTEEN  
CONDITION OF SPACE UPON QUITTING RENTAL

Athens Theatre reserves the right to assess additional charges if it is determined that cleanup after a lease event is excessive. RENTER is responsible for quitting the space in the same condition – minus normal sweeping, vacuuming, mopping – as it was entered.

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens

SECTION EIGHTEEN  
PARKING LOT SECURITY

Athens Theatre does not provide security for County Parking lots used for events. Athens Theatre suggests to the RENTER to have a security plan if they so desire and Athens Theatre will assist in accommodating their needs.

SECTION NINETEEN  
TICKET SALES THROUGH ATHENS THEATRE

It is the policy of the VENUE to not act as sole promoter or agent for RENTER. Upon payment of deposit, VENUE will make reasonable effort to publish information about event on the Athens Theatre website and to post promotional material in applicable areas of Athens Theatre. Any other means of promotion the event or selling tickets are to be discussed and put into writing at the discretion of VENUE. The Athens Theatre uses Vendini ticketing software and can manage all ticket printing and sales if RENTER desires. If Athens Theatre handles ticket sales and printing, additional fees will be assessed to cover fees charged to Athens Theatre by Vendini. If RENTER contracts with Athens Theatre to handle Box Office Sales, Athens Theatre will pay to RENTER the Box Office income within 5 days of event.

RENTER can also use their own ticketing system if they so desire and has no obligation to contract Athens Theatre to manage ticket printing or sales.

SECTION TWENTY  
CONCESSIONS and SOUVENIRS

Athens Theatre shall retain all food and beverage concessions rights and privileges. The management retains the right to refuse concession sales at any event. "Concessions" may or may not include food or beverages served as part of an event's program, at the discretion of VENUE. Additional food sales must be negotiated as part of the rental contract.

The RENTER may only sell souvenirs, CDs, DVDs, books, t-shirts, etc. as agreed upon by Athens Theatre Management.

Athens Theatre is in no way responsible for the set-up and management of these activities, nor starting bank for cash transactions.

SECTION TWENTY-ONE  
COMPLIMENTARY TICKETS

If Athens Theatre is to handle ticket sales, RENTER must provide in writing a list of any and all complimentary tickets needed for the event a minimum of 24 hours in advance of event start time.

RENTER is to provide six (6) complimentary tickets to the Athens Theatre for any and all events.

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens

SECTION TWENTY TWO  
RULES DURING RESIDENCE

During residence, the RENTER shall be responsible for any damage to or loss of any Athens Theatre equipment, furnishings, or fixtures. During residence for both rehearsals and performances, children should not be left unattended. The Athens Theatre does not allow glass beverage containers, or use of confetti or Silly String in the auditorium. The use of open flames, such as candles, is prohibited, and fire resistant materials shall be used whenever possible. Alcoholic beverages are not permitted on-site unless approved by the Athens Theatre. VENUE reserves the right to require RENTER to pay for bonded, self-insured security contractors.

SECTION TWENTY-THREE  
CONTENT OF PERFORMANCE

Athens Theatre is not responsible for legal content, depictions, lyrics, dialogue, or any other expression that takes place on our properties. (Should an agent of the venue happen to witness any activities that violate any city, state or federal laws, the following will occur: the event will be halted immediately; all payments and deposits shall be forfeit to VENUE; any outstanding payments toward the full and total remaining balance of the invoice shall be remitted within three days; performers, speakers and crew shall quit the space; and the RENTER shall be responsible for any fines, fees or costs for the repair of damage.) VENUE provides RENTER four walls, a stage and a ceiling, for use in a set duration of time on a specific date(s). The responsibility for legal content remains with RENTER for the entirety of the agreed upon duration of usage. Any complaints or legal issues with content in advance or as a result of a performance or event at Athens Theatre is the complete and total responsibility of RENTER and Artists.

SECTION TWENTY-FOUR  
CABLECAST, PHOTOGRAPHY, VIDEOTAPING AND ARCHIVE

Photography and videotaping is at the discretion of the RENTER. However, RENTER is at no time to violate any trademark or copyright of any material presented onstage.

Any material or speech that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state or federal law, or is indecent exposure as defined by local, state or federal law, is the sole responsibility of RENTER, who assumes full responsibility for the content of all program material. Additionally, RENTER does indemnify and hold harmless the Athens Theatre its directors, officers and staff, against any claims arising out of any use of this program material INCLUDING BUT NOT LIMITED TO any claims in the nature of libel, slander, invasion of privacy or publicity rights, noncompliance with applicable laws and unauthorized use of copyrighted material.

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens

SECTION TWENTY-FIVE  
PHYSICAL HARM

RENTER is prohibited from allowing or performing any physical activities such as gymnastics or other acrobatic movement without a valid insurance binder and the expressed, written permission of the VENUE. RENTER is responsible and liable for any physical harm resulting from such activities.

SECTION TWENTY-SIX  
HOLD HARMLESS

To the fullest extent permitted by law, RENTER agrees to defend, indemnify, and hold harmless VENUE, including its trustees, officers, members, directors, employees, servants and agents, against loss, damages, claims, suits, liabilities, judgments, costs and expenses (without limitation, all reasonable attorneys' fees and expenses) that may accrue against the indemnified party, including its trustees, officers, members, directors, employees, servants and agents which is approximately caused by the negligence or willful misconduct or any breach of representation or warranty by the indemnifying party. This provision shall survive the termination of this Agreement.

SECTION TWENTY-SEVEN  
BINDING EFFECT

The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this lease agreement, and all covenants are to be construed as conditions of this lease.

SECTION TWENTY-EIGHT  
GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of Florida.

SECTION TWENTY-NINE  
ATTORNEY FEES

In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens

SECTION THIRTY  
PARAGRAPH HEADINGS

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

In witness, each party to this lease agreement has caused it to be executed.

RENTER SIGNATURE : \_\_\_\_\_

RENTER PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ATHENS THEATRE SIGNATURE: \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

THIS DOCUMENT IS KEPT AND FILED AS PART OF THE RECORD OF THIS LEASE.  
BY REQUEST OF EITHER PARTY, THE RENTER SHALL RECEIVE A DETAILED COPY OF INVOICE AS  
PROOF OF PAYMENT AND ALSO AS A VERIFIABLE, BINDING LEASE AGREEMENT.  
DETAILS OF LEASE PRICING, DISCOUNTS, BENEFITS, ADDED COSTS, ARE PRIVATE.

\_\_\_\_\_ Renter

\_\_\_\_\_ Athens