

**Contract Agreement
For
Use of Anderson Young Ballet Theatre, Inc.**

The building located at 29 Young Drive, Anderson, IN 46016

This contract is made and entered into between **Anderson Young Ballet Theatre, Inc.**, herein referred to as Owner and (Renter's NAME), herein referred to as User. The Owner agrees to provide facilities and services and the User agrees to compensate the Owner for those facilities and services in accordance with the terms and conditions as listed below.

I. Lease Agreement

The Owner agrees to provide access to Anderson Young Ballet Theatre, Inc. on **Date:** **Time:** for the sole purpose of hosting a :

II. Charges and Payment Procedure

The User will make application for use and pay a damage deposit of **\$250.00 and a rental fee of \$500.00** to confirm the date/s of use requested. The damage deposit shall be refunded to the user if the facility is returned to its original condition and no damages are incurred. Checks should be made payable to Anderson Young Ballet Theatre, Inc.

The User agrees to assume the charges for the direct costs of any rentals or services rendered by the Owner in addition to the facility rental fee.

The Owner will assess all charges, including host fees, less deposits, and forward an invoice to the User for any balance owed which will be payable upon receipt.

III. Regulations

The Owner does reserve the right to deny permission for any type of equipment that might damage the premises or mar its furnishings. The Owner also reserves the right to deny permission for decorations that solicit political support.

In the event a food and beverage service provider should be given permission by the Owner to provide services for the User, said provider shall be licensed and bonded and is required to present a Certificate of Insurance naming the User and the Owner as additionally insured.

For for-profit entities, the amounts of insurance shall be stated on the Certificate at minimum sums of at least two million dollars, (\$2,000,000) per occurrence for illness, injury or death sustained by two or more persons; one million dollars

(\$1,000,000) for illness, injury or death sustained by one person; and one million dollars (\$1,000,000) for property damage. Said Certificate of Insurance shall be delivered to the Owner 72 hours in advance of the event.

In the case of wedding receptions and other applicable not-for-profit events, indemnity shall be stated at \$300,000.00 per the lessee's Homeowners Policy.

IV. Indemnity and Damage

The User hereby agrees to assume responsibility and indemnify owner for any damages incurred to facility property as a result of participant utilization of the facilities and services provided by the Owner. The User will also reimburse the facility for all damages to facilities and services caused by the User and/or its participants.

In addition, the terms and conditions of this Agreement do not require the Owner to relinquish its control of its facilities and services to the User. The Owner retains the right to require the User, or any of its participants, to leave the facility premises if the Owner or their representative feels that circumstances require that action.

The Owner assumes no responsibility or liability for loss or theft of personal property, or damage to personal property of User or any of its participants. User shall indemnify and hold harmless the Owner, its officers and employees, against any and all claims for loss, injury, or damage to persons or property, including claims of employees of the User, or its agents, arising out of activities conducted by the User or its licensees, invitees or guests on or in the Owner's building.

The User agrees that in the event that the premises leased hereunder should be destroyed or damaged by fire, flood or any other cause without the fault of the User to the extent that the Owner's facilities cannot be utilized by User, then the Agreement, at the election of Owner, will terminate immediately. In such event, the Owner shall be reimbursed only for items of expense incurred with Owner prior to such destruction or damage, and the Owner shall refund to the User any unearned rentals and charges paid in advance.

V. Insurance

The User shall provide its own liability insurance policy for all its participants in the subject event as prescribed in Article III, hereof. The Owner is to be named as additional insured on said policy. The User shall provide the Owner with a Certificate of Insurance for said policy no less than three (3) days prior to the date of use of the premises described herein. In the case of use of caterers and liquor providers, a certificate of insurance will be required of all vendors no less than three (3) days prior to the date of use of the premises described within. Failure to

produce the prescribed certificates within the three day time period may result in cancellation of the event

VI. Additions or Deletions

Any additional facilities and/or services not specified in this agreement are subject to additional charges. These charges will be included in the balance of the invoice presented to the User by the Owner. Any additions or deletions to this Agreement must be by mutual agreement of both parties and must be reduced to in writing.

VII. Cancellation

Cancellation of this event by the User, if less than thirty days from the date shown in Section I, will result in the forfeiture by the User of the \$250.00 deposit.

We, the undersigned, do hereby enter into this Agreement as witnessed by our signatures below:

For Anderson Young Ballet Theatre, Inc.

Title
Board President

User of Facility

Date _____

Date _____