

TERMS AND CONDITIONS OF USAGE

Deposit Required. Prior to occupation or use of the premises, Lessee shall furnish a deposit in the amount of \$_____ to secure adherence to all conditions and terms outlined herein. Within thirty (30) days of termination of this agreement, Lessor shall refund said security deposit, after making any deductions for cleaning, repair, or non-payment of the rental required herein. Lessor agrees to furnish an itemized list of any deductions made from the security deposit.

Cancellation Policy. In the event of cancellation, Lessee agrees to notify Lessor at least ___days in advance of its intention to cancel. Should Lessee cancel with less than ___days' notice, Lessee, shall forfeit ___percent of the agreed rental rate.

Permitted Uses. The maximum seating capacity of the premises is 241, and Lessee agrees that it shall not exceed that capacity. Lessee agrees that the rental premises shall not be used for any illegal purposes, performances or exhibition, including gaming under Montana law, nor will any persons on or about the premise be permitted to conduct themselves in an immoral, unlawful, or otherwise improper manner which causes or is likely to cause danger, damage, or other harm to the premises or Lessee. Possession or use of weapons including knives or swords, firearms, explosives in the premises is prohibited. Lessee agrees to comply with all laws of the State of Montana and United States government and any local rules, regulations or ordinances. Lessee agrees to abide by all rules and requirements imposed by this Agreement as well as any other policies pertaining to use of the premises provided to it prior to or during the term of this Agreement. Lessor reserves the right to remove or request removal of any individual behaving in an unlawful or otherwise objectionable manner. Fights, vandalism or destructive behavior on the part of the member of Lessee's group or invitees shall be grounds for immediate cancellation of the event described herein and future events. In this case, fees and deposits pair hereunder shall be forfeited.

Smoking is not permitted inside the building. Alcoholic beverages are not permitted inside the building. Only persons 16 years old or older shall be permitted in the balcony area of the auditorium. No food or beverages beyond the scope of those sold by the Lessee shall be allowed in the auditorium portion of the building. The use of open flame, pyrotechnics, or smoke is not permitted. No animals are permitted on the premises unless authorized in advance by Lessor with the sole exception of service animals necessary to assist a person with a bona fide disability.

Equipment and Premises Rental or Usage. Lessee shall not modify or alter any equipment or fixtures owned or maintained by Lessor on the premises. Lessee shall not paint any portion of the building, including the stage. Lessee shall not paint any portion of the building, including the stage. Only trained and authorized persons may operate any of the Lessor's equipment and Lessee shall notify Lessor at least twenty-four (24) hours in advance of the event the names and qualifications of its production staff.

Assumption of Risk. Lessee is familiar with the premises described herein and has had opportunity to inspect said premises. Lessee assumes all risk associated with use of the premises for the purpose described herein and associated or related activities and the acts of any persons taking part in said activity or event.

Indemnification. Lessee agrees to indemnify and hold harmless Lessor, its successors or assigns from any claim, action, liability, loss, damage or suit arising from its negligence or intentional act arising out of the use of the premises, including payment or reimbursement of any and all expenses incurred by Lessor including reasonable attorney fees and out-of-pocket costs.

Royalty/Copyright. Royalty payments and copyright clearance is the sole responsibility of the Client. The Client must accept all responsibility for and absolve the Lessor from any liability or expense arising out of the use of any work or composition material covered by copyrights.

Insurance. Lessor maintains liability insurance for the premises which may not extend to acts of Lessee or its invitees. Lessee shall submit proof of liability insurance in the amount of \$ _____ at the request of Lessor.

Decoration Policy. Should Lessee desire to place decorations or signs on the premises during the term of this Agreement, Lessee shall not use tacks, nails, or pins to adhere decorations. Any damage to ceilings, walls or other fixtures shall be the sole responsibility of Lessee.

Cleaning Policy. Lessee agrees to restore the facility to the condition in which it was immediately prior to rental under this agreement. Lessee agrees to reimburse Lessor for any expense incurred by it to clean, repair, or otherwise restore the premises to its pre-rental condition subsequent to use hereunder. Lessee is responsible for cleaning all areas used by Lessee and such cleaning must be completed immediately following the rental of the premises, and in no event later than hours following completion of the event for which the premises has been rented. Any modifications to this policy must be in writing and attached to this Rental Agreement. Cleaning should include vacuuming, and shampooing if necessary, carpeted floors, sweeping and mopping tiled areas, removing decorations and refuse, cleaning and disinfecting bathrooms, emptying garbage receptacles and replacing trash liners, and returning any supplies, furniture or other items to their original locations. Cleaning supplies are available on site. A cleaning checklist provide by Lessor must be completed prior to return of the security deposit.

In consideration of the foregoing terms, the parties, by and through their authorized representative, hereby execute this agreement.

LESSEE

PONDERA ARTS COUNCIL

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____