



Brevard Little Theatre Lease Agreement

The landlord (Brevard Little Theatre) hereby agrees to lease to the tenant (you), and the tenant hereby agrees to hire and take from the Landlord, the leased premises described below pursuant to the terms and conditions specified herein:

LANDLORD:

BREVARD LITTLE THEATRE
55 East Jordan St. (PO Box 426)
Brevard, NC 28712
TheBrevardLittleTheatre@gmail.com
www.TheBrevardLittleTheatre.org
(828) 884-2587

TENANT:

Name: _____

Address: _____

Email: _____ Phone # _____

1. **TERM:** The term of the lease shall be for a period of ____ calendar day(s) beginning on _____(date) and ending on _____(date). Event will begin at _____ AM | PM and end at _____ AM | PM.

Set up and take down times are INCLUDED in your rental time within a single calendar day, if you require time before or after your rental date, that time MUST be confirmed and agreed upon by both parties and a charge of \$40 per hour will be charged for such time. My projected set-up time will be on _____(date) starting at _____ AM | PM and ending at _____ AM | PM at a cost of \$ _____. My projected take-down time will be on _____ (date) starting at _____ AM | PM and ending at _____ AM | PM at a cost of \$ _____. I agree that no more than 200 people will occupy my event. My projected number of guests is _____.

2. **LEASED PREMISES:**

BREVARD LITTLE THEATRE
Located at: The American Legion Hall
55 East Jordan St.
Brevard, NC 28712

3. **RENT:** The tenant agrees to pay RENT in the amount of \$ _____ which is due two weeks prior to your event. Additional charges (if any) or excess deposits will be returned by BLT as soon as possible. Rent is \$400 per day and cannot extend past a single calendar day.

4. **SECURITY DEPOSIT:** A deposit of \$150 is required at time of signing this agreement to confirm your reservation and will be returned PROVIDED the following rules are adhered to:

- * Renter provides own coolers for drinks and food.
- * Positively no food or mop buckets are emptied into kitchen sink or toilets.
- * ONLY blue painter's tape is used to adhere decorations or other objects to the walls.
- * Nothing is pinned to any of the curtains in any way.
- * NO alterations, additions, or installation of any fixtures are made in the theater.
- * Outer doors remain closed when heat or air-conditioning is on.
- * Facility is swept and cleaned throughout, and spills cleaned during the event.
- * All trash cans are emptied into the parking lot dumpster and trash can liners are replaced.
- * Restrooms are well cleaned, and paper supplies replaced. (BLT is not required or guaranteed to supply paper products.)
- * All children are supervised. Children are not allowed to play in the parking lot or behind the building in the area of the Eternal Flame Memorial.
- * All signs posted throughout the building are observed.
- * ONLY the following areas are occupied by tenants or guests:
 - * Lobby
 - * Main room
 - * Men's and Women's Restrooms
 - * Kitchen
 - * Area of stage in front of closed curtain
 - * Dressing rooms backstage (if not being used during a show)
 - * Restroom next to backstage dressing rooms
- Tenants and their guests are NOT allowed on/in the main stage, basement, box-office or attic
- * Props or set furniture are NOT used for any reason.
- * Agree to pay for any damage done to facility in excess of the \$150 security deposit.
- * Tenants or guests are NOT allowed to remove posters and/or artwork from the lobby walls, nor are they allowed to change or move any lobby furniture.

5. **DELIVERY OF POSSESSION:** If for any reason, Brevard Little Theatre cannot deliver possession of the leased property to the tenant when the lease term commences, this Lease shall be null and void. Nor shall BLT be liable to the tenant for any loss or damage resulting therefrom.

6. **USE OF LEASED PREMISES:** The leased premises will be used for the following purpose only:

7. **CONDITION OF LEASED PREMISES:** The tenant acknowledges that the leased premises are in good order and repair. The tenant agrees to take good care of and maintain the leased premises in good condition throughout the term of the Lease.

8. **COMPLIANCE WITH LAWS AND REGULATIONS:** The tenant, at its expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations. The tenant shall obtain all required licenses or permits for the conduct of its business within the terms of this lease.
9. **SUBLETTING RESTRICTIONS:** Tenant may NOT sublet the leased premises under any circumstances.
10. **INSURANCE:** Tenant MUST acquire liability insurance listing Brevard Little Theatre as certificate holder and/or event location. If you are a business or organization you may already be covered under your existing policy. If you are an individual you must acquire a "Special Event Liability Insurance Policy" at an approximate cost of \$300. All policies must cover BLT for the minimum following amounts: \$1,000,000 Each Occurrence, \$1,000,000 General Aggregate and Property Damage of at least \$100,000 or be included in existing policy. Please note that the cost of insurance is dependent on your type of event and the number of guests.

Such policies may be obtained through your present insurer, a local insurer or you may call Kathy Mlay at Arnold Mlay Insurance Agency at 828-884-3670, who has insured BLT renters in the past and is familiar with the details of such policies. In ALL of these cases the insurer must be "Grade A" and you must supply a copy of your insurance certificate 2 weeks before your scheduled event. Failure to do so will result in cancellation of your event.

If you plan to serve alcohol at your event you must advise your insurer of such and get an additional rider to your policy that covers alcohol service. This must also appear on your insurance certificate submitted to BLT. In addition, see item 14 below.

11. **INDEMNIFICATION OF BREVARD LITTLE THEATRE:** Tenant shall defend, indemnify, and hold Brevard Little Theatre harmless from and against any claim, loss, expense or damage to any person or property in or upon the leased premises, arising out of the tenant's use or occupancy of the leased premises, or arising out of any act or neglect of tenant or its servants, employees, agents, or invitees.
12. **REASONABLE BEHAVIOR:** The tenant agrees that it and all invitees shall conduct themselves within the confines of the law and at a reasonable volume so as not to disturb surrounding occupants in other facilities.
13. **LANDLORD'S RIGHT TO ENTER:** Landlord may, at any reasonable time, enter the leased premises to inspect premises or perform any duty deemed necessary for the theater.
14. **ALCOHOL PERMITS:** If you plan to serve alcohol at your event you must obtain a permit according to Transylvania County law. The cost is \$50 and other requirements are imposed in obtaining such a permit and are detailed at www.abc.nc.gov. You can obtain a permit online at that website by clicking on "Retail Permit Forms" and then on "Limited Special Occasion Permit Application". The process takes about 2 weeks, so plan wisely.

I will serve alcohol I will NOT serve alcohol

You will NOT be allowed to serve/offer alcohol at your event without this special permit, a copy of which must be submitted to BLT 2 weeks before your scheduled event date. A copy of this certificate must also be prominently posted at your event in obvious sight.

By their signature and in witness thereof, the parties listed below have agreed to ALL terms of this lease agreement:

Signature of Brevard Little Theatre authorized agent: _____

Signature of Tenant: _____

Any exceptions to this agreement are listed below:

In case of emergency please call 911 for fire or police. For less serious emergencies call Steve Rose (BLT rental coordinator) at (212) 677-2840, Geoffrey Marskell at (520) 599-6206 (BLT facilities manager) or William Grimm at (828) 577-3425 (assistant facilities manager).

Deposit Received: \$ _____ on (date) _____ returned on: (date) _____

Date of agreement: _____ Paid by cash () charge () check () check # _____