

JOSHUA BATES CENTRE
MAIN STREET W., ATHENS, ONTARIO
(613) 924-2044

J.B.C. LEASE CONTRACT

This AGREEMENT made this _____ day of _____, 20_____.
BETWEEN

The JOSHUA BATES CENTRE, herein after called the LESSOR of the first part,

AND _____, herein after called the LESSEE of the second part.
(NAME OF THE ORGANIZATION)

NAME/TYPE OF EVENT/OR ARTIST: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE: HOME: _____, WORK: _____

DATES REQUIRED: _____, HOURS: _____

_____, HOURS: _____

_____, HOURS: _____

CHARGES

RATE @ \$25.00/hr - to a max of \$250.00/day \$ _____

KITCHEN FACILITIES REQUIRED (\$10.00) YES ___ NO ___ \$ _____

HST 13% \$ _____

TOTAL CHARGES \$ _____

DRESSING ROOMS REQUIRED YES ___ NO ___

NUMBER OF PEOPLE USING DRESSING ROOMS: _____

FOOD AND BEVERAGE BEING SERVED YES ___ NO ___

ALCOHOLIC BEVERAGES BEING SERVED YES ___ NO ___

ADMISSION BEING CHARGES YES ___ NO ___

ADULT: \$ _____

SENIORS: \$ _____

CHILD: \$ _____

STUDENT: \$ _____

OTHER: \$ _____

Whereas the LESSEE wishes to lease the JOSHUA BATES CENTRE from the LESSOR, the parties agree hereto as follows:

That the LESSOR shall lease the JOSHUA BATES CENTRE (Auditorium/Kitchen/Stage/Balcony/Dressing Rooms) under the terms and conditions set out herein. (Does NOT include the Town Hall main floor kitchen or washrooms)

- A. Payment by the LESSEE to the LESSOR shall be in accordance with the rental fee and shall be for the date(s) and times as noted herein.
- B. At each meeting, the LESSEE shall address ALL persons in the building with regard to the following fire regulations. IN CASE OF FIRE SOUND THE NEAREST ALARM IF NOT ALREADY GOING, LEAVE THE BUILDING IMMEDIATELY, AND CLOSE THE DOORS BEHIND YOU. DO NOT ENTER THE BUILDING AGAIN! WAIT UNTIL THE FIRE DEPARTMENT GIVES FULL CLEARANCE TO ENTER THE BUILDING AGAIN.
- C. The facility shall not be used for any purpose which has not been approved by the LESSOR and the LESSEE is responsible for the strict adherence to the number of persons in attendance, pursuant to posted fire restrictions. Children under the age of 12 are not permitted in the balcony area unless accompanied by an adult who will assume responsibility for the safety of said children. No food or beverage is allowed in the balcony area.
- D. The LESSEE assumes all responsibility for any damage to the property herein leased, or to any of the equipment contained therein, or to any person, and shall indemnify and save harmless the LESSOR from any claims or action resulting there from. No confetti is allowed in any part of the building.
- E. **RESERVATION and PAYMENT POLICY** - No reservation shall be confirmed until a deposit equal to ½ of the total rental is received and this agreement signed and returned to the Joshua Bates Centre. Reservations, complete with deposit, are confirmed on a first deposit basis.
- F. **INSURANCE FOR AGCO LICENSED EVENTS** - The LESSEE shall be required at the time of signing this contract, or within 30 days prior to the event, to provide proof of THIRD PARTY LIABILITY INSURANCE COVERAGE OF NOT LESS THAN One Million Dollars (\$1,000,000.00) with THE TOWNSHIP OF ATHENS named as the Insured.
- G. **RESPONSIBILITY AND LIABILITY FOR AGCO LICENSED EVENTS** – A copy of your special occasion permit must be provided to the Lessor. NO liquor is permitted outside of the Joshua Bates Centre Hall. A person of authority should be posted at exits to ensure no alcohol leaves the building.
- H. In case of a cancelled event, costs incurred by the LESSOR due to the subject event and its cancellation are to be reimbursed by the LESSEE. These costs will be applied against the deposit fees prior to any refunds.
- I. **NO SMOKING!!** Is allowed in any area of the Joshua Bates Centre, including all halls, lobbies up and downstairs.
- J. **PYROTECHNICS/SMOKE MACHINES** - the LESSEE must apply for and show proof on consent, in writing, from the Athens Fire Department and forward to the Joshua Bates Centre before any use of Pyrotechnics/Smoke Machines are to be used during any event at the JBC.
- K. The JOSHUA BATES CENTRE does **NOT** assume any responsibility for damage or loss of materials, articles, crafts or works of art that are brought in and/or displayed from time-to-time throughout the JOSHUA BATES CENTRE.
- L. Music must stop at 1:00 A.M. and all persons are to be out of the building by 2:00 A.M. All unused liquor, wine, beer and empties etc. must be picked up and removed from the premises by the LESSEE within 24 hours after the event.
- M. The LESSEE hereby waives any claim, action or suit that it may bring against the LESSOR in the event that the event (performance) cannot take place for any reasons beyond the reasonable control of the LESSOR such as any acts of God.
- N. The LESSEE shall be responsible for **CLEAN UP** following the event. Should the clean up not be satisfactory, determined by an inspection by the LESSOR, the cost of satisfactory clean up will be charged.
- O. The LESSEE agrees to be responsible for any taxes that may be payable as a result of this lease.
- P. Payments will be received at the Athens Municipal Office, and may be made in cash, MasterCard, Visa, Interac or cheques made payable to "THE TOWNSHIP OF ATHENS".
- Q. **Absolutely NO dragging tables and chairs across the floor.**

IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

JOSHUA BATES CENTRE (LESSOR)

DATE

LESSEE

DATE