



LONG MEMORIAL HALL LEASE TERMS AND CONDITIONS

TERMS AND CONDITIONS OF LEASE AGREEMENT

1. CONTROL OF BUILDING: That in rendering said space to LESSEE, CITY does not relinquish the right to control management thereof, and to enforce all the necessary and proper rules for the management and operation of the same, and that the CITY, or agent, of said building may enter the same, and all of the demised premises, at any time and on any occasion. CITY reserves the right through its representatives to eject any objectionable person or persons from said building, and upon the exercise of this authority, the LESSEE hereby waives any right and all claim for damages against HALL. Unless otherwise specified in writing, CITY shall be privileged to schedule other similar events both before and after dates of this contract without notice to LESSEE.

2. LAW OBSERVANCE: LESSEE agrees that every member connected with LESSEE's use of said building shall abide by, conform to and comply with all the laws of the United States and State of Missouri, the codes and ordinances of the City of Farmington and all the rules and regulations of the CITY for the management of said building, together with all rules and regulations of the Police and Fire Departments of the City of Farmington, and if the attention of said LESSEE is called to such violation on the part of LESSEE or any personnel employed by or admitted to said premises by said LESSEE, said LESSEE will immediately desist from and correct such violation, LESSEE, without the written consent of the CITY shall not operate any engine or motor machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent illuminating the premises.

3. INDEMNITY: LESSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the CITY against any and all claims for loss, injury or damage to persons or property including claims of employees of LESSEE or any contractor or subcontractor arising out of the activities conducted by the LESSEE, its agents, members or guests.

4. PROPERTY DAMAGE: LESSEE shall pay for any damage to the CITY or its property or equipment or to the property of any person or entity resulting from the activities or use of the CITY by the LESSEE or LESSEE's employees, agents, contractors, members, licensees or invitees.

5. RESPONSIBILITY FOR PROPERTY IN BUILDING: CITY assumes no responsibility whatever for property placed in said building. Any watchman or other security services desired by LESSEE must be arranged in advance with CITY.

6. ASSIGNMENTS: LESSEE shall not assign this Lease Agreement nor suffer any use of said premises other than herein specified.

7. DEFACEMENT OF BUILDING: That said LESSEE shall not inquire nor mar, nor in any manner deface said premises, and shall not cause nor permit anything to be done whereby said premises shall be in any manner injured or marred or defaced nor shall he drive nor permit to be driven any nails, hooks, tacks, or screws in any part of said building nor shall he use, or allow to be used, any tape or adherent on any surface, floor or wall, without expressed permission of the CITY, nor shall he make or allow to be made any alteration of any kind therein. That is said premises, or any portion of said building or ground, during the term of this Lease Agreement shall be damaged by the act, default or negligence of LESSEE, or by LESSEE's agent, employees, patron, or any person or persons admitted to said premises by said LESSEE, the LESSEE will pay to CITY upon demand, such sum as shall be necessary to restore said premises to their original condition. LESSEE hereby assumes full responsibility for the character, act and conduct of all persons admitted to said building, or to any portion of said building and grounds by consent of LESSEE or by or with the consent of LESSEE's employees or any person acting for or on behalf of said LESSEE and said LESSEE agrees to have on hand at all times sufficient security to maintain order and protect persons and property.

8. CARE OF FACILITY: LESSEE agrees to cause said premises to be kept clean and generally cared for during said term, excerpting as provided by regular janitor force employed by the HALL. Further, LESSEE agrees that only decorators, caterers, and contractors approved by the HALL shall be employed.

9. FAILURE TO VACATE: In the event that the above described portion of said building is not vacated by LESSEE on the date named as the end of the term for which said portions of said building are to be used by LESSEE in accordance with this agreement, then CITY shall be and is hereby authorized to move from said building at the expense of the LESSEE, goods, wares, merchandise and property of any and all kinds and description, which may be then occupying the portion of said building on which the term of the Lease Agreement has expired, and said CITY shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed and the CITY is hereby expressly released from any and all claims for damages of whatever kind or nature. For such additional period beyond the term of this agreement as any effects of LESSEE may so remain in the building, CITY shall be entitled to charge the sum per day as provided in this contract as the payment to be made for move in and move out.

10. SIGNS AND POSTERS: That said LESSEE will not post or exhibit nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or in front or on any parts of said building except in the locations provided by CITY thereof. LESSEE shall remove all signs of any description objected to by HALL management. That LESSEE further agrees not to allow any advertising media in advertising the event for which LESSEE is granted this Lease Agreement to imply that the City of Farmington is sponsoring such event.

If the CITY does give a provided location for an event sign:

- The sign cannot exceed 8 sq. ft. in size.
- The sign cannot be installed any earlier than 1 hour prior to the start of the event.
- The sign must be removed no later than 1 hour after the event ends.
- The sign must correlate with the event (i.e. includes an event date/time, etc.).
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11. COPYRIGHTED MATERIAL: LESSEE warrants that all copyrighted material to be performed had been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold the CITY harmless from any claims, losses, or expenses incurred with regard thereto.

12. MISCELLANEOUS LESSOR INFORMATION:

- A. Long Memorial Hall is a “No Smoking Facility”.**
- B. City ordinances prohibit the use of alcohol at Long Memorial Hall**
- C. Balcony may be used only by prior arrangement.**
- D. Sound system and theatrical lighting may be used only by prior arrangement.**
- E. Cleaning materials are located in the stage right dressing room.**