

## Firehouse Rental Agreement

THIS RENTAL AGREEMENT (hereafter referred to as the “Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Marblehead Little Theatre 12 School Street Marblehead, MA 01945 (hereafter referred to as the “Lessor”) and \_\_\_\_\_ (hereafter referred to as the “Lessee”).

**Property Address:** 12 School Street, Marblehead, MA 01945 (the “Premises”)

1. **Term:** The term of the rental is from \_\_\_\_\_ to \_\_\_\_\_ and includes the following dates and times

2. **Rent:** The total rent for the term hereof is \$ \_\_\_\_\_ payable as follows:

If the lessee handles all ticketing themselves, 50% at signing (non-refundable) and the balance one week before the first date of the rental occupancy.

If the lessor provides for on line ticketing support, the rental balance due will be deducted from on-line ticketing receipts provided those receipts equal or exceed the rental balance due.

3. **Security Deposit:** Upon execution of this Agreement, Lessee shall deposit with the Lessor the refundable sum of \$250 (Two hundred and fifty dollars) receipt of which is hereby acknowledged by the Lessor, as security for any damage by the Lessee caused to the Premises during the term hereof excluding normal wear and tear and damages by the elements. Such deposit shall be returned to the Lessee, without interest, and less any undisputed, verified damages to the Premises with 30 business days following the end to the term, less any damages in accordance with MGL Chapter 186.

The Security Deposit may be waived at the discretion of the Lessor.

4. **Utilities:** All utilities are included in the rent.

5. **Maintenance and repair:** Lessee will keep and maintain the Premises and appurtenances in good and sanitary condition and repair, to the extent as the Premises is in such good and sanitary condition and repair as of the commencement of the term hereof, during the term of the Agreement and any renewal thereof excluding normal wear and tear and damages by the elements.

6. **Damages to the Premises:** In the event the Premises are destroyed or rendered wholly or partially unusable by fire, storm, earthquake or other causality, the Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between the Lessor and the Lessee up to the time of such injury or destruction of the Premises.

7. **Quite Enjoyment:** The Lessee acknowledges that the Premises consists of shared spaces that may be in shared use or need to be share utilized during the term of this Agreement. With this caveat, the Lessee, upon Payment , when due, of all the sums referred to herein as being payable by the Lessee and Lessee’s performance of



## Marblehead Little Theatre

12 School Street  
Marblehead, MA 01945  
781-631-9697  
[info@MLTLive.org](mailto:info@MLTLive.org)  
[www.MLTLive.org](http://www.MLTLive.org)

all Lessee's agreements contained herein and Lessee's observance of all rule and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

**8. Indemnification:** The Lessee shall provide the Lessor an Accord Insurance Certificate for Liability naming Marblehead Little Theatre as an Additional Insured covering the Term for a minimum of \$1,000,000 per incident/\$2,000,000 aggregate.

Unless the Lessor is negligent or does any willful act of misconduct or breach of the Lessor's representations and warranties, Lessor shall not be liable for any damages or injury of or to the Lessee, Lessee's family, guests, invites, agents or employees or to any person entering the Premises or building to which the Premises are a part. The Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

**9. Landlord Repairs:** Lessor warrants that the premises are in compliance with all laws and ordinances, etc. and are sound and all systems (i.e. plumbing, electrical, heat, etc.), equipment and appliances are in proper working order to the best of Lessor's knowledge. Lessor shall promptly repair any system, equipment or appliance as needed to keep the, in proper working order during the Term of the rental agreement.

**10. Default:** If Lessee fails to comply with any of the material provisions of this Agreement or materially fails to comply with any duties imposed on Lessee by statute, within 48 hours after Lessee's receipt of notice by Lessor specifying the non-compliance, the Lessor may terminate this agreement.

**11. Attorney's fees:** Should it be determined by final adjudication in a court of law that either Lessor or Lessee was in material uncured breach of the terms of this Agreement, then the non-breaching party shall be entitled to receive reimbursement for all reasonable, third party, out-of-pocket, direct, verifiable costs and expenses including reasonable outside attorneys' fees.

**12. Lessee contact information and event description:**

Organization Name \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone # \_\_\_\_\_ (Alternate #) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Event description \_\_\_\_\_

Person in charge on day of event: \_\_\_\_\_ Telephone # \_\_\_\_\_

Alternate contact for day of event: \_\_\_\_\_ Telephone # \_\_\_\_\_

Organization status (check): Not for profit \_\_\_\_\_ For profit \_\_\_\_\_

**13. Additional Firehouse Rental Rules and Policies:**

- a. Building Occupancy is limited to 110 people. It is the Lessee's responsibility to maintain and enforce this limit.
- b. Seating set up must maintain adequate legal handicap acceptable access to all aisles and fire exits.
  - i. Maximum seating capacity on lessor provided risers is 87 with three aisles and 92 with two aisles.
  - ii. "Standing Room" is not permitted if it interferes with any aisle or exit.
- c. No smoking is permitted in the building or on the grounds.
- d. No person shall consume or bring for consumption into the Firehouse Theatre or onto its grounds alcoholic beverages without prior consent of Marblehead Little Theatre. The use, sale, serving and consumption of alcoholic beverages may require the Lessee to obtain a liquor license from the Town of Marblehead and may require the hiring of professional bartenders.
- e. There shall be no flammable or hazardous materials of any kind brought into the Firehouse Theatre in conjunction with a production or event.
- f. The event sponsor and lessee shall be responsible for knowing all procedures for notifying public safety services in the event of an emergency.
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- h. The person in charge on the day of the event shall:
  - i. Know the location of all fire extinguishers.
  - ii. Know the location of health and safety equipment – AED, First Aid Kit, etc.
  - iii. Know all evacuation routes.
  - iv. Check all areas of the Firehouse after the event to make certain the building is empty.