

Treehouse Theater Inc. Facility Rental Agreement

910 Washington St. Manitowoc, WI 54220

This Agreement defines the terms and conditions under which Treehouse Theater Inc. (hereinafter, "THT") and _____ (hereinafter "Lessee") agree to the use of "THT" facilities at 910 Washington St., Manitowoc, Wisconsin on _____ (leased date). This Agreement constitutes the entire agreement between the parties and is binding upon the signature of both parties.

Lessee Information

Name(s): _____

Address: _____

Telephone: _____ Email: _____

Contact Person Name: _____ Phone: _____

Event Reason for Lease: _____

Event Date(s): _____

Time frame(s), including set-up and tear-down/clean-up: _____

Approximate Number of Attendees: _____

Leased Space and Payment Agreement

___ SECURITY DEPOSIT, *required* (\$200; refundable) \$200.00

___ FIRST FLOOR Rental (\$400 full day; \$250 up to 4 hrs) _____

TOTAL due to secure* \$ _____

Payment and Security Deposit

Full payment of Rental AND Security Deposit are required in order to secure the event rental. Lessee may submit two checks (one for the rental and one for the security deposit) made payable to Treehouse Theater. If lessee prefers to pay via credit/debit card, and incur the additional 3% processing fee, THT Business Manager will email an invoice and confirm payment receipt.

The leased space includes the Lobby, Community Room, two ADA Bathrooms, Kitchenette, and Workshop entrance. **Lessee has access to any/all of THT's ten 60" round tables and 80 black folding chairs.** Lessee must include ample time for pre-event set-up and post-event tear down/clean-up within their rental time frame.

To avoid losing some or all of the \$200 Security Deposit, Lessee agrees to complete the following upon conclusion of the event: remove all decor, return any moved items to their original location, return all THT tables to storage, return all THT folding chairs to the mobile rack, fully clear and clean the kitchen and refrigerator, fully sweep the Community Room, empty all garbage cans, and dispose of all garbage in the THT dumpster.

Date Change and Cancellation Policy

1. **Changes:** In the event that Lessee is required to change the date of the Leased Period, every effort will be made by THT to transfer reservations to support the new date.
2. **Cancellation:** Lessee may terminate this Agreement any time prior to seven (7) days in advance of the Leased Period. THT reserves the right to cancel any reservation made by Lessee up to one month in advance of the Leased Period and Lessee shall receive a full refund of any payments made.

Conditions of Use

Lessee agrees to comply with all laws, statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and local governments that apply to the Lessee's activities within the facility, including obtaining any necessary liquor (beer & wine) licenses and payment of all sales, use and entertainment taxes or fees. **If Lessee intends to charge guests for alcohol, Lessee will provide a Certificate of Liability Insurance, listing THT as the Certificate Holder.**

Physical access to the building will be facilitated by an authorized representative of THT. This representative will provide instruction on location of light switches, facility security cameras, emergency equipment, dumpster access, and process for securing the building upon exit. Lessee must text the THT representative upon departure.

Lessee's activities during the Leased Period must be compatible with the use of the building and parking lot. This includes, but is not limited to, playing loud music or making noise at a level that is not reasonable under the circumstances. Smoking, vaping, and pets are not permitted anywhere on the property.

Lessee may not alter or remove THT property from the Leased Space. Lessee is prohibited from making holes in walls or otherwise vandalizing THT property. **It is Lessee's responsibility to return the Leased Space to the condition in which it was received and Lessee is responsible for the removal of all trash generated during the Leased Period.**

Lessee is responsible for any and all damages to THT's property, the Leased Space, and surrounding site by Lessee, his/her guests, invitees, employees or other agents under Lessee's control. Lessee agrees to accept reasonable charges by THT or its contractors for returning the Leased Space to its previous condition. Lessee is responsible for all property brought into the Leased Space by Lessee's guests, invitees, agents, and subcontractors. THT does not accept any responsibility for damage to or loss of any articles or property left at the Leased Space prior to, during, or after the Leased Period.

THT shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of Lessee, or any of his/her guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of Lessee to maintain the premises in a safe condition or arising from any other cause. Lessee, as a material part of the consideration of this Agreement, hereby waives on its behalf all claims and demands against THT for any such loss, damage, or injury of claims and demands against THT for any such loss, damage, or injury of Lessee, and hereby agrees to indemnify and hold THT free and harmless from all liability of any such loss, damage or injury to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

Indemnity

Lessee further agrees to indemnify and hold harmless THT, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Lessee, and Lessee's guests, invitees, agents and subcontractors.

Severability

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

The Parties agree to the foregoing and, now therefore, set their hand in agreement hereto:

Lessee Signature: _____ Date: _____

THT Business Manager's Signature: _____ Date: _____