

LEASE AGREEMENT



J.E. MATHIS MUNICIPAL AUDITORIUM

2300 NORTH ASHLEY STREET

CITY OF VALDOSTA

P.O. BOX 1125 • VALDOSTA, GEORGIA 31602

This Agreement executed as of the _____ day of _____, _____ by and between the City of Valdosta, Georgia,

hereinafter referred to as "City" of the first part and _____

NAME

PHONE

_____ hereinafter called "User," of the second part.

ADDRESS

EMAIL

WITNESSETH: For and in consideration of the sum of _____ DOLLARS, _____ Percent of which is paid to City at the execution hereof, City agrees that User shall have the use of the Following facilities of the J. E. Mathis Municipal Auditorium at the time only and for the purpose only as shall be hereinafter stated to wit:

- () Main Auditorium () Tables () Chairs Extra Equipment (each item is \$15/per) () Mics () Podiums () CD Players
- () Basic Sound (1 Mic and Stand) and/or Light Systems (up/down) () Clean Up
- Fee \$ _____ () Full Sound / Lighting \$ _____
- () Grand Piano (\$20 setup fee) Tuned at user's expense \$ _____

NOTES:

- () Multi-purpose Room () Tables () Chairs **D** Banquet **D** Classroom

upon the following terms and conditions:

1. User agrees to pay Damage Deposit at the signing of Contract in the amount of \$_____.
2. User shall use such facilities only for the purpose of _____ and subject to all rules and regulations as may be imposed by the Auditorium Program Coordinator.
3. Day and time of event shall be from _____ to _____. Day and time of Load-in/Load-out, and/or Decorating shall be from _____ to _____.
4. The balance of said use fee shall be paid no less than **five (5) business days prior to the event.**
5. In the event the booking is cancelled by User more than thirty (30) days prior to booking date, City will refund the deposit to User, but if User shall cancel booking within thirty (30) days of the booking date the deposit shall be forfeited to the City.
6. City agrees to furnish general lighting from permanent fixtures, outlets and equipment in the building, heat or air conditioning, water for normal usage as now installed in the building and normal janitorial services; however, failure to furnish any of the foregoing resulting from circumstances beyond the control of the City shall not be considered a breach of this agreement and User shall have the responsibility for furnishing any additional equipment and for removal of same at termination of User's booking date.
7. Auditorium Coordinator will assign at user's expense () Police officer(s) to provide adequate protection to persons and property. User shall pay same at \$_____ per hour \$_____ minimum to each person.
8. Auditorium Coordinator will assign at user's expense () spot light operator(s) () sound technician () stage manager () stage hands () lighting technician
9. User will pay \$_____ per hour \$_____ minimum to each person.
9. User, at the termination of booking date, shall return premises and furniture, props, equipment and fixtures used in connection therewith to City in as good condition as when turned over to User, normal wear and tear excepted. User assumes all risk of damage to and loss by theft or otherwise of building fixtures, appliances, and property of the User or User's exhibitors, contestants and those contracting with User as well as employees thereof, and City is hereby expressly released and discharged from any and all liability for any such loss.
10. In the event User desires to have User's property upon the premises insured against loss by fire or otherwise, User shall obtain such insurance at User's expense. City will not be responsible for the protection of such property against fire, theft, accident or other cause.
11. The User shall not have the right to assign this agreement or any rights hereunder nor to sublet said premises without the prior written consent of City.
12. The City specifically reserves any and all concessions and vending. User may be allowed privileges of same by paying use fee of \$_____ and is limited to sale of _____.
13. City reserves all radio, video, recording and television broadcast rights, with no exceptions unless specified as follows: _____.
14. User assumes all costs arising from use of copyrighted materials, equipment, devices, processes and dramatic rights including music rights resulting from events. User agrees to hold blameless City from damage expenses in law or account of patented, copyrighted, or trademarked materials use.
15. The use of alcoholic beverages is prohibited in the buildings of the Mathis City Auditorium unless prior written approval is obtained and alcohol is served by a licensed caterer.
16. The City is required by judgement of the United States District Court to operate its auditorium without discrimination based on race, color, age, gender, or religion and User must comply therewith.
17. User agrees that his performers, agents and employees shall not conduct themselves so to excite or entice patrons to participate in show or leave their seats to create hazardous situations. No souvenirs or items that lend themselves to being thrown shall be sold.
18. **All events will stop 45 minutes before expiration time of contract to facilitate any load-out or clean up. Building must be cleared when contract expires, or an additional rental fee will apply.**
19. The Auditorium shall not be rented to any activity which would tend to bring discredit to the City of Valdosta.
20. User must provide a copy of a valid Driver's License and Social Security number for identity verification.
21. User must provide adequate insurance coverage for the event.

CITY OF VALDOSTA

BY _____
Public Works Superintendent

USER

BY _____ / /
DATE

NO EVENT WILL TAKE PLACE WITHOUT PAYMENT-IN-FULL AND A SIGNED LEASE AGREEMENT PRIOR TO THE EVENT START TIME