

Morgan Opera House
PO Box 327
Aurora, NY 13026

Thank you for your interest in renting the Morgan Opera House (MOH), administered by a committee of the Aurora Free Library.

The following constitutes a formal agreement between MOH and the renter:

- 1) The following activities are not permitted for a rental contract:
Fundraising purposes. Programs involving the sale, advertising or promotion of products or services.
Partisan political meetings or events (e.g. political rallies and demonstrations, promotion or endorsement of political candidates). Religious or philosophical/motivational groups that wish to hold services, ceremonies, prayers or events to recruit new members. Private social functions such as showers, birthday parties, etc.
- 2) The Renter will provide all necessary equipment, including but not limited to musical instruments, costumes, props, A-V aids, fixtures, stage sets, and electrical devices.
- 3) Indemnity: The Renter agrees to defend, indemnify, and hold harmless MOH, its successors and assigns, and their respective employees, volunteers, Board of Directors, and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by the Renter's employees, employees of the Renter's subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to the Renter's use of MOH's facilities and/or its performance or nonperformance of this Agreement.
- 4) Insurance:

For Incorporated Renters: In addition to Worker's Compensation, as required by law, the Renter shall carry Commercial General Liability insurance in the minimum amount of one million dollars (\$1,000,000.00), with a Combined Single Limit of at least \$1,000,000 each occurrence. The Renter shall provide MOH with Certificates of Insurance evidencing the aforesaid coverage, issued by an Insurer or Insurers licensed by the State of New York, rated at least A- or equivalent in A.M. Best, Standard & Poor's and Moody's, guaranteeing at least 30 day's notice of cancellation or a material reduction in coverage, and evidencing the following:

\$2,000,000 General Aggregate,
Premises /Operations, Products/Completed Operations.
Contractual Liability with NO Over action exclusion (NYS Labor Law)
Personal Injury
Fire Damage Legal
Abuse /Molestation

prior to commencing Work pursuant to this Agreement. The amounts of insurance required to be obtained by the Renter hereunder shall not constitute a limitation on the indemnification obligations of the Renter. Aurora Free Library and Morgan Opera House its officers, employees, agents, and elected officials, shall be included as additional insured by endorsement CG 2026 or equivalent. Aurora Free Library and Morgan Opera House shall be granted waiver of subrogation on a primary and noncontributing basis.

For Unincorporated Renters: The Renter shall be responsible for her, his, or its own health, accident, vehicle and other insurance.

- 5) Renter and their contractors, employees and agents shall comply with all pertinent federal, state and local statutes, codes and regulations, and their contractors, employees and agents shall obtain and maintain in full force and effect, all necessary permits, licenses and authorizations required by governmental and quasi-governmental agencies. Renter shall advise MOH of all permits and licenses

required to be obtained in MOH's own name for the services to be provided herein, and shall cooperate with MOH in obtaining same. Renter shall be responsible to ensure that its employees, agents and contractors abide by all Aurora Free Library and Morgan Opera House rules, regulations and policies, including but not limited to security rules and regulations. Is this necessary?

- 6) Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of New York, County of New York. Necessary?
- 7)
 - a) In the case of a youth-related organization, an adult (+21) must provide supervision at all times.
 - b) No open flames at any time
 - c) Minimum interference with normal AFL activities on the first floor of the building
 - d) No permanent alterations to the theater or equipment
 - e) MOH not responsible for lost or damaged equipment. The theater can be locked if requested.
 - f) Lights, Heat and AC will be turned off when you leave the space. Exterior doors secured. Use Cherry Ave entrance. Fire escape stairs may be used to move equipment, etc. onto the stage.
 - g) MOH may use images of any performance and/or performer for its own purposes. Event should not be publicized in a manner that suggests MOH sponsorship or affiliation.
- 8) The rental fee will reflect the length of the rental (# of days and specific hours), and a fee for MOH's sound/lighting technician and/or training of an experienced person to be named in the contract.
- 9) All notices or communications required or permitted to be given under this Agreement shall be in writing to the following:

Name of Organization:

Contact:

Technician (\$25/hour):

Date(s) of Rental (specific dates and time of day):

Starting and ending time of Event:

Type of Event (concert, theatrical, e.g.):

Areas of MOH to be utilized (theatre, technician's box, green room, box office e.g.)

Total Rental Fee: \$100/day. \$25/hour for our technician to train their person or to be available for rehearsals and performances.

In the case of multiple day rentals, either the full amount of the rental OR ½ of fee is due in advance and ½ due prior to any performance:

Date(s) Amount due \$

Additional information:

MOH Contact:

Name:

Signature:

Date:

Phone:

Email:

Renter:

Name:

Signature:

Date:

Phone:

Email: