

# POCAHONTAS COUNTY OPERA HOUSE FOUNDATION

P. O. BOX 282 MARLINTON, WV 24954

## LEASE AGREEMENT FOR USE OF THE POCAHONTAS COUNTY OPERA HOUSE

This lease agreement for the use of the **Pocahontas County Opera House** (hereinafter known as "**Premises**") is freely entered into on the **day of , 2023** ;

By and between **The Pocahontas County Opera House Foundation** (hereinafter referred to as "**Lessor**"), and

(hereinafter referred to as "**Lessee**"),  
for the purpose of

This Lease Agreement is exclusive of and supersedes all other verbal or previously entered written agreements for use of the Premises and is subject to the following and attached terms and conditions of use. **Lessee agrees to observe and comply with all WV State Health Mandates relating to public safety and health while utilizing the facility.** All Lessees, agents of and invitees present in the facility during the below recorded period of use are subject to compliance with WV State Health mandates.

### 1. Period of use:

This lease agreement allows the Lessee access to the building  
**for the period beginning:**  
**and ending at or before:**

### 2. Rental Rates, fees and deposits:

- a. **\$200/day Non profit and educational discounted rate, \$300 Standard daily rental**
- b. **Deposit: \$100(please make a separate check)**
- c. **Other fees:**

The refundable damage/cleaning deposit (b) will be due at the time the contract is signed and returned to the Pocahontas County Opera House Foundation. Any balance due the renter will be refunded no later than 30 days after the period of use.

The rental fee (a) and any other fees (c) are due a minimum of fourteen calendar days prior to the beginning of the period of use.

These rental rates and fees only cover use of the building. Any costs associated with use such as but not limited to rental of additional sound, lighting or other production equipment, staff, concessions, artists' requirements, etc., are the sole responsibility of the lessee unless specifically addressed later in these conditions.

### 3. Cancellation Policy:

Cancellations made less than 30 days prior to the rental date will result in lessee's forfeiture of their damage/cleaning deposit.

### 4. Conditions of use:

(a) The Lessee shall ensure compliance with these provisions at all times during the period of

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Initial: Lessee\_\_\_\_\_ Lessor\_\_\_\_\_

use.

**(b)** The Lessee shall not sublet the building or any of its contents nor assign this lease Agreement or any interest therein without the prior written consent of the Lessor.

**(c)** The Lessee shall not use the Premises, nor permit any part thereof to be used, for any purpose other than the stated purpose for which the Premises are leased. The lessee shall not allow the Premises to be used for any unlawful purpose. The Lessee shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now or hereafter in force pertaining to the premises or to the use or occupancy thereof.

**(d)** The Lessee shall not act or permit the action on the Premises, nor bring or keep or permit the bringing or keeping of anything on the Premises, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance on the Premises.

**(e)** The use of any tobacco product in a manner including but not limited to smoking or chewing is not allowed inside the building. The remnants of the use of tobacco products including but not limited to cigarette butts, wads of chewing tobacco, etc. shall be fully extinguished and disposed of in available trash receptacles and at no time shall be disposed of in toilets, sinks or drains on the Premises.

**(f)** Under no circumstances shall alcoholic beverages be sold in or upon the Premises or brought into or upon the Premises. Food and Beverages shall be served only in areas designated by the Lessor.

**(g)** The Lessee is responsible for any and all damage to the building and equipment in the building, determination of damage subject to the judgment of the Lessor or their representative. The expense of repairing any defacement, breakage or damage resulting from violation of these conditions, whether caused by the Lessee or by any of their agents, guests, licensees, visitors or persons employed by or voluntarily assisting the Lessee, shall be borne by the Lessee. In the event that costs associated with repair of damages exceeds the damage deposit the Lessee agrees to remit the difference to the Lessor within 30 days of the end of the stated period of use.

**(h)** The Lessee shall not commit, nor suffer to be committed, any public or private nuisance, shall not permit the singing or playing of music between the hours of 11:00 PM and 9:00 AM inside or outside the Premises, nor act in a manner which may disturb the quiet enjoyment of any resident of the surrounding neighborhood.

**(i)** The Lessee shall inform Lessor or their representative of the time the Lessee wishes to gain admittance to the Premises and the proposed departure time for each day of the stated period of use. Each day prior to departure from the Premises the Lessee shall await the arrival of the Lessor's representative to secure the Premises. At no time during the stated period of use shall the Lessee or their representative leave the premises unsecured.

**(j)** Any decoration or other preparation of the Opera House by the lessee shall be performed, and all removal of decorations and equipment, cleaning and restoration of the premises as required herein shall be fully completed within the stated period of use. The Lessee shall be responsible for the removal of all trash on the premises at the conclusion of the stated period of use

**(k)** In its use of the Premises the Lessee shall not make or suffer any additions or alterations in or to the Premises, make or suffer to be drilled any holes, or drive or suffer to be driven any nails, screws or tacks, into floors, stage, ceilings, interior or exterior walls, tape or fasten decorations, signs, placards, electrical cables, rugs or carpeting to or mark floors, stage, ceilings, interior or exterior walls, windows or fixtures including but not limited to curtains, drapery, windows, window frames and shades or in any way deface the space surrounding the Premises or bring or permit the bringing of any animals onto the Premises.

**(l)** Lessee agrees that only Lessor's designated personnel shall move or operate all production related equipment provided by the Lessor and Owner including but not limited to the sound

system, stage lighting, risers, scaffolding and piano.

**(m)** The Lessee shall permit the Lessor and its agents to enter into and upon the Premises at all reasonable times during the stated period of use for the purpose of inspections the Premises and the Lessee's use thereof or for performing necessary maintenance of the Premises.

**(n)** The Lessee, as a material part of the consideration rendered to the Lessor under this agreement waives all claims against the Owner and Lessor for loss of or damage to goods and equipment of the lessee while in, upon or about the Premises, and agrees to pay, hold harmless and indemnify the Owner and Lessor for all loss of or damage to the Premises or its contents, caused by act of the Lessee or of any person who may be in, upon or about the Premises with the consent or knowledge of the Lessee, or otherwise arising out of the Lessee's occupancy or use thereof, and the Lessee shall hold harmless and indemnify and defend the Owner and Lessor from and against any claims, suits, costs and expenses, including reasonable attorneys' fees, made against or sustained by the Owner and Lessor for loss, damage or injury suffered by any person, including persons who may be in, upon, or about the Premises with the consent or knowledge of the Lessee, or for loss or damage occurring to the goods or equipment of any such person, arising from the use of the Premises by the Lessee or arising out of the failure of the Lessee to keep the Premises in safe condition during the stated period of use. Lessor may require lessee to obtain per event insurance coverage naming Lessor as the insured party.

**(o)** The Lessee agrees that the Premises are in good and tenable condition and that the Premises shall be surrendered by the Lessee cleaned and in similar condition as when received by the Lessee at the conclusion of the stated period of use.

**(p)** The Lessee assumes sole responsibility for advertising, marketing and promotion of the intended use of the Premises. Neither approval of this rental agreement by the Lessor nor the signature of the Lessor's agent on this agreement shall be construed to imply the Lessor's endorsement or sponsorship of the intended use of the Premises.

**(q)** When the Lessee intends to collect an admission charge or registration fee for the intended use of the Premises the Lessee is responsible for notifying Lessor of ticket price or fee as well as the locations where tickets will be sold and providing a telephone number for patrons to obtain further information no less than 30 days prior to the stated period of use. The Opera House and/or the Pocahontas County Opera House Foundation shall not be listed as a contact for ticket information, as a location for advanced registration or ticket sales nor as a sponsor.

**(r)** All provisions of this Lease Agreement limiting the lessee's use of the Premises and all provisions imposing upon the Lessee obligations of care, reimbursement, indemnity and defense shall apply equally to the entire building and surrounding grounds regardless of whether the same are included in the defined leased Premises.

**(s)** In the event the Lessee defaults in respect to any of the provisions of this Lease Agreement or of these Terms and Conditions, the Lessor may use, apply or retain the whole or any part of the security deposit as the Lessor may expend or may be required to expend by reason of such default of the Lessee. Within thirty days after the conclusion of the stated period of use the Lessor will refund to the Lessee, without interest, such portion of said security deposit as shall not be needed for expenditure by the Lessor to remedy the default of the Lessee.

**(t)** Additional provisions:

(u) As a courtesy to lessees presenting events that are open to the public, the Opera House Foundation can list events on its calendar at [www.pocahontasoperahouse.org](http://www.pocahontasoperahouse.org). To take advantage of this service, please enter the event details below or attach a separate sheet.

**Name of event:**

**Time:**

**Admission fee:**

**Description:**

**Contact name, phone and/or e-mail:**

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**5. Lessee contact information**

**Name:**

**Address:**

**Phone:**

**6. Acknowledgment**

The Lessee agrees to all terms and conditions set forth herein for use of the Pocahontas County Opera House,

**For the Lessee,  
(print)**

**(signature)**

**Date:**

In consideration of the rents and fees set forth herein, and upon the terms and conditions set forth on pages attached hereto as a part hereof, the Lessor hereby agrees to lease the premises to the Lessee,

**For the Pocahontas County Opera House Foundation,  
(print)**

**Brynn Kusic**

**(signature)**

**Date:**

Please sign and return one copy with your deposit to:  
The Pocahontas County Opera House Foundation  
P.O. Box 282  
Marlinton, West Virginia