



FACILITY USE AND RENTAL AGREEMENT

This Facility Use and Rental Agreement (hereinafter “Agreement”) is made and entered into between M&D at the historic Eastern Slope Inn Playhouse (hereinafter “M&D”) and the named **Organization** (hereinafter “Guest”).

1. THE EVENT

1. This Agreement is for consideration of the rental and occupation of the historic Eastern Slope Inn Playhouse. The period of use will be on **Date:** _____, from ____ **p.m.** until ____ **p.m.**.
2. All facilities and services provided by M&D under the terms of this Agreement are provided on a fee basis. Guest acknowledges that M&D is not sponsoring or endorsing the Guest’s program or its contents.
3. The Eastern Slope Inn Playhouse includes 119 permanent seats, four wheelchair accessible spots, and six companion seats.

3. PAYMENT

2. In consideration for the below-mentioned facilities/services, the Guest agrees to pay M&D the sum of **\$250 per day** as the cost for the rental and services.
3. All checks should be made payable to M&D Playhouse and submitted to **Lori Jean Rowe, Events Coordinator/Box Office Manager.**
4. Guest shall be required to make full deposit payment before event date. Only those reservations for which payment has been received will be guaranteed. Facilities to be used by Guest will be reserved on a first-come, first-served basis.
5. Guest agrees to provide M&D a payment of 20% of ticket sales within one week of completion of the event. Not-for-profit fundraisers keep 100% of ticket sales, provided the revenue is going to a nonprofit organization or special event fundraiser.
6. **Refunds.** Reservation payments may be refunded in the event of cancellation by the Guest on the following basis:
 1. When notice is received earlier than two weeks prior to the reserved dates, 100% of the payment will be refunded.
 2. When notice is received less than two weeks prior to the reserved date, no refund will be made.

3. If a refund is issued, a minimum of \$50 will be retained for administrative costs.
7. Any charges incurred in excess of the written costs detailed in Section 2.1 will be billed immediately following the event, payable within fifteen (15) calendar days.

3. REQUIREMENTS FOR USE OF THE EASTERN SLOPE INN PLAYHOUSE

1. Where food and beverages are required for cast and/or crew, the only area where they may be served is backstage.
2. Foods and beverages are not to be left in the theater. The Guest will pay the theater for cleaning service should this provision not be adhered to in any way. The minimum fee for such cleaning service is \$100, which Guest agrees is a reasonable estimate of the cost of such service.

4. SERVICES

1. M&D will provide heat and air-conditioning, electrical power, water and normal pre- and post-event cleaning for cafe, stage and other theater areas.
2. Should M&D provide bar services for Guest's event, 100% of bar sales are M&D profit. Whether bar services are provided is at the discretion of M&D.
3. Rates include basic stage lighting and two staff members on site. If our ticketing system is to be used, an additional \$25 a day will be charged.
4. If technical assistance is needed, a separate fee will be charged at \$25 a day. This includes sound and/or microphones. Any speciality technical requirements will also be charged a separate fee as discussed between Guest and M&D. Please inform a M&D representative of any technical requirements or assistance needed.

5. PUBLICITY

1. Guest will be solely responsible for any and all advertising for their event outside of what is discussed with M&D. No posters, banners, or signs will be hung inside the facility or outside without the permission of a M&D representative prior to the event.
2. If Guest requests promotion to be completed by M&D, all posters, radio advertising, signage, etc. will be billed to the Guest at cost plus 25%. Guest must provide artwork and public relations information. All billing from ad sources will be paid directly by Guest.
3. If consented to by M&D, the M&D at Eastern Slope Inn Playhouse logo may be used as a recognizable image for publicity of events to be held at the M&D Playhouse theater. The logo may be obtained by contacting M&D at info@mdplayhouse.com. The logo must be used in its entirety with nothing added

or deleted, unless written permission of M&D is provided. M&D images may only be used when a user agreement is in force.

4. Should the show/program contain any material that could, in the discretion of M&D, be viewed by any segment of the community as not being suitable for all audiences, M&D may, in its sole discretion, that the Guest include in all advertising a phrase acceptable to M&D that alerts the potential ticket buyer to the maturity of the theme or actions.
5. Any publicity concerning the event/program may not refer to M&D in such terms as “sponsored by,” “hosted by,” or “in collaboration with,” or any other language which states or implies that the event is a function or activity of M&D without the written permission of M&D. All requests must be submitted in writing at the time the Facility Use Agreement is submitted to M&D.
6. M&D shall be given the right to review and approve the content of any publicity material, whether printed or in electronic media, prior to the dissemination of such material.
7. M&D may, in its sole discretion, or on the advice of local law and code enforcement authorities, disallow any activity from occurring on M&D property if such activity jeopardizes the public’s health, safety or welfare.
8. In the event of cancellation, the Guest will make public announcements at a reasonable frequency, and at Guest’s expense, immediately upon cancellation by all means reasonable. In the event that refunds are to be issued, the Guest will be responsible for refunding tickets issued.

6. FACILITY RULES

1. Guest is required to adhere to all M&D policies, regulations, guidelines, and all local, state and federal laws concerning the health, safety and public order. M&D regulations include, but are not limited to, the following:
 1. Any material, equipment, or object which may endanger the life of, or cause bodily injury to any person or constitutes a hazard to M&D is prohibited from the theater.
 2. Firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials of any kind may not be carried, possessed, displayed, or used by any person other than security personnel as authorized by M&D.
 3. M&D has the right to refuse to allow any material, substances, equipment, or object to be brought onto the premises and the right to require its immediate removal.
 4. Except for service animals, or other authorized animals, animals are not allowed in the M&D Playhouse theater.

5. M&D will interrupt and terminate any activity necessary to protect the public health, safety or welfare, or if the Guest is in violation of this Agreement. This will be done at the sole discretion of M&D.
6. Sets, costumes, props, flash pots, laser lighting equipment, and other materials must conform to all fire and safety codes. The provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames, and explosive or flammable liquids, liquids, gases and compounds must be observed. M&D may require written evidence that all such codes have been, or will be, observed and that operators have the required license(s).
7. Audience seating on the stage wings or in aisles is not permitted.
8. Smoking is prohibited in all areas of the facility and grounds.
9. The consumption of alcoholic beverages not served by and from M&D concession is not allowed. M&D retains and reserves the right not to serve and to remove any person from M&D in violation of this policy or who appears, in the discretion of M&D, to be intoxicated.
10. No activities in violation of Federal, state or local laws, ordinances, rules or regulations shall be permitted on M&D premises. It is the responsibility of the Guest to enforce this provision.

7. M&D'S RIGHTS

1. In addition to all rights referenced herein, M&D reserves, and may exercise the following rights:
 1. To require Guest, or any of their participants, to leave the premises if M&D feels that circumstances require it.
 2. To refuse rental to any individual or organization based on previous payment history, breach of contract, logistics or event demands. If an event is determined to be more than is feasible for the premises and/or M&D staff to accommodate, M&D has the right to refuse rental.

8. MISCELLANEOUS

1. The Guest shall obtain all licenses, royalties and permits necessary to present its performances. The Guest will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on the premises or incorporated in the event. The Guest must submit proof at the time of signing the agreement.
2. Guest is responsible for any and all damages to the theater caused by acts of Guest or its agents, employees, patrons, guests, and artists, whether accidental or otherwise. Guest agrees to leave the facility in the same condition as existed on

the date that activity commences, ordinary wear and use expected. Any additional charges incurred because of unusual clean-up or incomplete technical restoration will be borne by the Guest, at a minimum fee of \$100, which Guest agrees is a reasonable estimate of the cost of such work.

9. WAIVER OF LIABILITY

1. M&D shall not be liable or responsible in any way for, and Guest hereby waives all claims against M&D with respect to or arising out of, any death or any injury that may be suffered or sustained by Guest or any employee, invitee, guest, or agent of Guest or any other person as a result of any action or inactions of Guest, directly or indirectly, or any loss or damage or injury to or theft of loss of any property belonging to Guest or any employee, invitee, guest, or agent of Guest on M&D premises including, but not limited to, any property placed by Guest in or about M&D premises or facilities. The provisions of this paragraph shall survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination of this Agreement.

10. INDEMNIFICATION

1. Each party shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other party and its affiliates, trustees, directors, officers, members, partners, principals, employees and agents against any and all claims, demands, causes of action or damages, including attorneys' fees, arising out of or relating to any of the obligations undertaken in connection with this Agreement, including but not limited to: (i) any breach of this Agreement; and (ii) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by a party, its officers, directors, trustees, agents, contractors, employees or representatives. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.
2. If Guest requires its participants to sign a hold harmless and/or an indemnification agreement, such agreement shall release M&D in the same manner as Guest.
3. The provisions of this Section 10 shall survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination of this Agreement.

11. INSURANCE

1. Lessee shall maintain and pay for liability insurance, for the benefit of Lessee and Lessor, with Lessor named either as co-insured or as an additional insured party on Lessee's insurance policy, covering the Leased Premises and any fixtures or appurtenances therein, with an insurance company qualified to do business in New Hampshire, with coverage in amounts not less than One Million Dollars (\$1,000,000) with respect to injury or damage to one person; Two Million Dollars (\$2,000,000) with respect to injury or damage by reason of one occurrence, and Fifty Thousand Dollars (\$50,000) with respect to damage to property. During the term of this lease Lessee maintain fire and extended coverage insurance on its personal property, equipment and fixtures in and on the Leased Premises – including any work shed space made available by Lessor to Lessee – for the benefit of Lessor named either as co-insured or as an additional insured party on Lessee's insurance policy.
2. Lessee shall cause a copy of the policy or policies providing this insurance to be delivered to Lessor.
3. Lessee shall furnish to Lessor a copy of a Certificate of Workmen's Compensation pertaining to any and all of Lessee's employees who shall happen to work on the Leased Premises, including a work shed area.
4. Lessee shall pay Lessor a reimbursement for Lessor's property and liability insurance coverage for said premises which is included in the CAM charges.

12. AMERICANS WITH DISABILITIES ACT

1. M&D represents that it is in compliance with the applicable sections of the Americans with Disabilities Acts (hereinafter "ADA"). The facilities and services will be appropriately accessible to persons with disabilities. M&D agrees to hold harmless the Guest, its officers, directors, employees, and agents from and against any claims resulting from M&D's failure to comply with ADA standards for access to its premises and services.
2. Guest agrees that it shall comply with all applicable requirements of the ADA in assuring the availability of auxiliary aids and services required by its own employees and attendees of the event. Guest shall be solely responsible for the cost of any such auxiliary aids and services. Guest agrees to hold harmless M&D, its officers, directors, employees, and agents from and against any claims resulting from Guest's failure to comply with ADA standards for access to its programs and services.

13. NON-DISCRIMINATION

1. Both parties agree to comply with applicable federal and state laws regarding nondiscrimination and equal employment opportunities and all regulations promulgated hereunder. Both parties agree not to discriminate on the basis of age, race, religion, color, disability, gender, physical condition, sexual orientation or national origin.

14. TERMINATION

1. If, through any cause, Guest fails to fulfill in a timely and proper manner any of Guest's obligations under this Agreement, M&D has the unilateral right to terminate this Agreement by giving written notice to Guest of such termination.
2. If M&D cancels this Agreement under the terms of Section 13.1, no refund will be issued.
3. Force Majeure - In the event that M&D premises, property, or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this Agreement impractical or impossible, Guest shall be obligated to pay the fees herein above stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstances. Guest hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this Agreement.

15. ENTIRE AGREEMENT

1. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement.
2. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.
3. No changes, amendments, or alterations shall be effective unless agreed to in writing by both parties.

16. INVALIDITY OR UNENFORCEABILITY

1. The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

17. DISPUTE RESOLUTION

1. In the event of litigation arising out of or relating to enforcing any rights arising out of or relating to this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney's fees and court costs.

18. CHOICE OF LAW

1. This agreement shall be interpreted in accordance with the laws of the State of New Hampshire. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Carroll County, New Hampshire.

M&D Productions d/b/a M&D Playhouse

Physical:
2760 White Mountain Hwy
North Conway, NH 03860

Mailing:
120 N South Rd. Unit C PMB 134
North Conway, NH 03860

info@MDPlayhouse.com

www.MDPlayhouse.com

M&D Playhouse a charity recognized as tax-exempt by the IRS under Section 501(c)(3).