

**MOULTONBOROUGH COMMUNITY AUDITORIUM  
(MCA) LICENSEE AGREEMENT**

THIS LICENSEE made this \_\_\_\_\_ day of \_\_\_\_\_ by Moultonborough School District, hereinafter referred to as "MSD" and

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Hereinafter referred to as "Licensee"

WITNESSETH

1. **License of Community Auditorium:** In consideration of the covenants and promises of the Lessee hereinafter set forth, MSD does hereby license unto the Lessee the following described premises and equipment:

The Moultonborough Community Auditorium (MCA) at 25 Blake Road, Moultonborough, NH including the lobby, dressing rooms, back stage facilities, green room and basic MCA equipment located therein, hereinafter referred to as "MCA".

2. **Term:** The term of this license shall be

Date(s): \_\_\_\_\_

3. **Performances and Rehearsals:** Performances and rehearsals held at the MCA pursuant to this License shall be scheduled as follows:

Actual Time(s) of show(s): \_\_\_\_\_ p.m.

Rehearsal:

Rehearsals are defined as productions performed without an audience or with no more than ten (10) persons (other than staff of MSD and Licensee) viewing the performance.

4. **Rent:** \$ \_\_\_\_\_ per day

A. Base Rent: Licensee shall pay MSD (see Application for Use of MCA)

B. Personnel and Equipment Charges: The GUIDELINES FOR USE OF MCA (KF-R ADDENDUM) are attached hereto and made part of this contract as KF-R ADDENDUM. An estimated list of total charges is attached hereto and made part of this contract as APPLICATION FOR USE OF MCA. *APPLICATION FOR USE OF MCA is an estimate only and is based on information received as of the date of this agreement. No guarantee is made that final charges will not exceed such estimate.*

5. **Payment of Rent:** \$ \_\_\_\_\_ shall be paid at signing of contract.

A. Deposit: Licensee shall pay rent as **nonrefundable deposit** on signing of agreement. The reservation is not confirmed nor guaranteed without the deposit and signed agreement.

B. Final Payment: Licensee agrees to make a complete payment of all estimated monies owed to MSD five (5) days prior to the event. In the event that actual and estimated charges differ, any outstanding balance

will be paid upon presentation of a final statement, but no later than five (5) business days after the last date of rental.

6. **Insurance:** Licensee shall maintain and pay for a policy of public liability insurance for the benefit of the Licensee and MSD, covering the MCA and any fixtures or appurtenances therein and providing combined coverage for bodily injury and property damage in an amount of not less than One Million.
7. **Box Office:** Box office hours are Monday through Friday 2:30 p.m. to 5:00 p.m. (excluding MSD events and holidays), one hour before performance and one half hour after scheduled show time. All additional hours will have an extra charge of \$15.00 per person, per hour.
8. **Maintenance by Licensee:** Licensee agrees to maintain the interior of the MCA building and any and all existing fixtures, furniture and equipment in such repair, order and condition as the same are in at the commencement of the license term, and to assume the costs of repairing or replacing any portion thereof.
9. **Alterations by Licensee:** No fixture or material, whether it be decorative or functional in nature, shall be attached or affixed to any part of the MCA building without the express approval of MSD's Facilities' Manager or their designated agent or agents and in no event in such a manner that its removal will cause or is likely to cause damage or defacement to said building or its structure.
10. **Control of Premises:** The MCA and all keys thereto shall at all times be under the control of MSD.
11. **Right to Sublet and Assign:** The licensee shall not assign this License nor sublet the MCA in whole or in part without the prior written consent of MSD.
12. **Rental Period:** The rental period is defined to include any time the MCA or any portion thereof is in use on behalf of the Licensee (including by not restricted to set-up, rehearsal, performance, take-down, and load-out) whether or not the Licensee is in actual possession of the building.
13. **Indemnity:** The Licensee agrees to indemnify and hold harmless MSD against all losses, damage, liability or expense arising out of or in connection with anything owned or controlled by Licensee, or resulting from any act, failure to act, or negligence of the Licensee or its servants or agents, or from any nuisance made or suffered at the MCA thereby.
14. **Impossibility of Performance:** In case of fire, casualty, civil disturbances, strike or any other unforeseen occurrence, which renders impossible the fulfillment of this lease, the same shall be immediately terminated, and in such case rental shall be paid only for the time the MCA is actually occupied by Licensee.
15. **Termination:** Licensee agrees to quit and deliver up the MCA peaceably and quietly to MSD or its attorney on termination of this License.
16. **Waiver:** The Licensee agrees that the failure of MSD to insist upon strict performance of any of the covenants or conditions herein contained shall not constitute or be construed as a waiver or a relinquishment of MSD's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

This agreement will become valid when a signed copy of this lease agreement and a non-refundable deposit of 100% of Basic Rental Fee are received by MSD. The certificate of insurance is due thirty (30) days prior to occupancy or this agreement may be canceled. The balance of the license is due five (5) days before day of performance.