



Canyon Concert Ballet Studio Rental Agreement

This agreement is made and entered into the _____ day of _____, 20____, by and between Canyon Concert Ballet, hereinafter "CCB", and _____, hereinafter "User."

Whenever used in this agreement, the term "Premises" shall mean and refer to Canyon Concert Ballet, located at 1031 Conifer Street, Fort Collins, Colorado. The term "Executive Director" shall mean and refer to the Executive Director of Canyon Concert Ballet, Incorporated or their authorized representative.

In consideration of the covenants and obligations herein expressed, and by other good and valuable consideration, the receipt and adequacy of where are hereby acknowledged, permission is granted to User to use and occupy the following facilities on the Premises:

For the purpose of:

Located at Canyon Concert Ballet, 1031 Conifer Street, Fort Collins, Colorado, on the following dates and times:

At the rate of: \$_____ per _____

Under the following terms and conditions:

1. Use. User shall use and occupy the Premises for the purposes detailed above. The Premises shall be used for no other purposes. CCB represents that the Premises may lawfully be used for such purposes.
2. Payment. For the use of the premises, User shall pay to CCB the following fees and charges:

Key Deposit:	\$ _____
Damage Deposit:	\$ _____
Insurance Fee:	\$ _____
Additional Service Or Equipment:	\$ _____
3. Liability. User agrees to accept full responsibility of the rental Premises and his/her guests at all times during the rental period stated above. Neither CCB nor any of its officers or agents will be held liable for any damages to the personal property of, or personal injury to, any person that is a guest, invitee, employee, or vendor of the User, including the User during the rental period or while on the Premises during the rental period. In case of any negligence that may result in personal injury or personal damage to the User, or to any of his/her guests, invitees, employees, or vendors, during the rental period, User agrees to assume full responsibility.
4. Occupants. User agrees that the said Premises shall be occupied by no more than 50 adults and children at any time during the period.
5. Care and Maintenance of Premises. User acknowledges that the Premises are in good order and repair unless otherwise noted. User shall at his/her own expenses maintain the Premises in good and safe condition upon completion of rental period, including plate glass, telephone, mirrors, electrical wiring, plumbing and heating installations.
6. Compliance with Rules and Laws. User shall comply with all rules and regulations prescribed by CCB for use and occupancy of the Premises and with all other applicable federal state and local laws, ordinances and regulations.

7. Assignment. No assignment of this agreement shall be made by User without prior written consent of the Executive Director.
8. Morals. Because of the nature of the Premises and in respect of CCB's general operations, User agrees that no performance, rehearsal, or workshop on the Premises shall be held which violates the community standards of what is obscene. Should any such exhibition or any part thereof be deemed by any of CCB's representatives, officers, or employees to violate this standard an immediate order to cease and desist will be issued and User will forego any and all fees and deposits paid to CCB as such violations shall constitute default of the terms of this agreement.
9. Food and Beverages.
 - (A) Food and Beverage consumption on the Premises must be in accord with CCB's rules and regulations. Their service and consumption may be prohibited in some areas of the Premises.
 - (B) Meals catered by the User must be arranged through a caterer licensed by the Larimer County Board of Health.
 - (C) Simple refreshments or meals (box lunch, potluck, etc.) and beverages may be provided by the User in the following area of the Premises: Green Room/Meeting Room and main lobby area.
 - (D) A user agrees that alcoholic beverages of any variety will not be served or consumed on the Premises at any time.
 - (E) No gum is allowed on the premises at any time.
10. Smoking. Smoking is not allowed inside any area of the Premises or within 25 feet of any entrance. User and guests shall comply with such rule or be in default of the terms of this agreement.
11. Obstructions. No portion of the sidewalks, driveways, passages, vestibules, halls or ways of access to public portions to the Premises or building shall be obstructed, or caused to be obstructed by User, or used for any other purpose than ingress or egress to and from the Premises. The doors, windows or openings that reflect or admit light into any portion of the building shall not be obstructed by the User. The rest rooms and water apparatus shall not be used for any purpose other than that which they were constructed, and no dirt, paint rubbish, rags, papers or any other substances shall be thrown therein.
12. Flammable Materials. No flammable materials shall be brought into the Premises to be used for decoration or otherwise. All materials used for decorative, display or scenic purposes must be treated with flame-retardant and approved by the Poudre Fire Authority.
13. Weapons. The possession of weapons on the Premises is prohibited except by authorized law enforcement personnel. Any violation of this rule by the User, its agents, employees, guests, invitees, patrons, or vendors shall constitute default in the terms of the agreement.
14. Occupancy Interruption. Should the Premises or facilities be destroyed or damaged, other than through the fault of the User, to such an extent that the damage interferes substantially with the use of the Premises by User, or should a natural or public disaster, emergency or other unforeseen occurrence beyond the control of CCB prevent the User from using said facilities, then CCB shall have the right to terminate this agreement and CCB shall not be held liable to User for any damages or costs incurred by User as a result of this termination. In the event of such termination, User shall only be liable to CCB for charges due which relate to the use of the Premises which occurred prior to the time of such termination.

IN WITNESS WHEREOF, this agreement is entered into by the parties on the day and year first written above.

Signature of User

Signature of CCB Authorized Representative

Printed Name of Signer

Printed Name of Signer

Company

Canyon Concert Ballet, Inc.
Company

Date

Date

Total Amount Due at time of signing: \$ _____