



This agreement is made on this date: ____/____/____ by and between The Town of Littleton and _____ (Contracted Party) for an event/meeting on this date: ____/____/____ and use of the building from the hours of:

_____ AM/PM to _____ AM/PM.

WHEREAS, THE Contracting Party wishes to use the Littleton Opera House,

NOW THEREFORE, The Contracting Party intending to be so bound hereby agrees as follows:

TERMS

I. Introduction

The Littleton Opera House is an auditorium located at 2 Union Street in Littleton, NH. It is owned by the Town of Littleton, and operated by the Opera House Manager. Only restrooms and spaces designated for venue use are to be used for the event/meeting. All other spaces are not to be used and are off limits.

II. Conditions for Use of the Event Space (The Littleton Opera House)

The Contracting Party wishes to use, and The Town of Littleton/Opera House Manager agrees to allow the Contracting Party to use the event space on the date and times set forth above. At all events, the Opera House Manager will appoint a representative for the event to manage building security and be present during the function.

If police presence is deemed needed by the Chief of Police or his designee, the Contracting Party shall be responsible for the fee associated with the presence of the police officer (s). If firefighter presence is deemed needed by the Fire Chief or his designee, the contracting party shall be responsible for the fee associated with the presence of the firefighter (s).

III. Rental Fees

The rental rate for the Contracting Party's use of the event space shall be in accordance with the fee schedule separately provided beforehand. The rate for this event will be: \$ _____ (payable to The Town of Littleton). **The above rate covers only the period as set forth above.** The "period of use" is determined by the start of setup of the event through the departure time of the Contracting Party following clean up. The rental fee shall not be prorated if the "period of use" does not last for the entire block of time set forth above. Events requiring extensive setup time may be required to pay an additional day fee for the use of the facility. * **See Rental Options and Pricing on our Rate sheet**

IV. Security Deposit

In addition to the rental fee deposit, a security deposit in the amount of **\$100.00** (payable to The Town of Littleton) will be required at the completion of this contract. The Town of Littleton reserves the right to use any or all of the security deposit toward any of the Contracting Party's obligations under the contract or any claims that The Town of Littleton might have, or for overtime, cleanup, damages to or destruction of any property located in or on the premises belonging to The Town of Littleton as a result of the Contracting Party's use of the premises or in any way relating to the event. If any such damage or destruction is caused by the Contracting Party or any agents, representatives, or employees, the Town of Littleton will first attempt to recover its damages and expenses from the agents; however, when all reasonable efforts to recover such damages and expenses, which does not include litigation, are unsuccessful, the Town of Littleton will look to the Contracting Party for the same. The full amount of the security deposit will be refunded no later than fourteen days after the event if it is determined that no damage has occurred and that there are no claims or other outstanding obligations at the time involving the Contracting Party.

V. Damage

The Contracting Party hereby agrees to be fully and solely responsible for any damages in any way relating to the event, and to be fully and solely responsible for any damage or destruction of The Littleton Opera House or any property located on or within the premises caused by the Contracting Party or any agents, guests, or invitees. The Contracting Party further agrees to pay all costs of repair for any damage to the facility caused by itself or its agents, guests, or invitees, or occurring during its agents, guests, or invitees, use of the facility pursuant to this contract.

VI. Cleaning

The Littleton Opera House shall be responsible for standard cleaning of the facility after use, which shall include sweeping, dusting, and tarp storage. **Trash removal** will be the responsibility for the Contracting Party. Additional cleaning such as trash pickup (\$50), damages or stains requiring professional services will result in a fee to be paid for through the Contracting Party's Security Deposit.

VII. Indemnification & Defense

The Contracting Party agrees to indemnify, defend and hold harmless The Town of Littleton and its officers from any liability, claims, damages, loss, or expense (including attorney's fees, court costs, and consequential damages) relating in any way to the event or caused from the use of the facility by the Contracting Party, the Contracting Party's guests or invitees, or the Contracting Party's agents, such as musicians, decorators, and others working for the Contracting Party. A release of liability form must be signed and made part of this Agreement. **In addition, the user must provide a Certificate of Liability naming The Town of Littleton as additionally insured with minimum liability limits of at least \$500,000 Single Occurrence. (\$2,000,000 in Aggregate and Workers Compensation Insurance if required)**

VIII. Force Majeure Conditions

The Contracting Party agrees that The Town of Littleton and its officers shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts of omissions, fires, weather conditions, power failures, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements).

IX. Seating & Equipment

Contracting Party shall be permitted to use seating and equipment located on site. Setup along with acquisition of additional seating, tables, or equipment not located on site shall be the responsibility of the Contracting Party and shall provide a list of equipment to be used to the Opera House Management. All equipment shall meet public safety standards.

X. Photographs

The Town of Littleton shall have the right to take photographs at the event for advertising the event space. All rights to, and the use of these images shall belong to The Town of Littleton. The Contracting Party shall have the right to take pictures of the event as well; however, any commercial use of the likeness of the building is prohibited without the express written consent of The Town of Littleton.

XI. Applicable Law

This contract shall be governed and construed in accordance with the Town Ordinances of Littleton, New Hampshire and laws of the State of New Hampshire, including RSA 105:9 in regards to police attendance at public meetings or functions.

XII. Assignment

This contract may not be assigned in whole or in part by the Contracting Party, except with the prior written approval of Town of Littleton/Opera House Manager.

XIII. Parol Evidence

This contract constitutes the entire understanding between the parties. This contract may only be amended in writing signed by all parties.

XIV. Attorneys' Fees

In any action or proceeding to enforce, preserve, or protect any right or benefit under this Agreement, The Town of Littleton in each action or proceeding shall be entitled, in addition to any and all other relief granted by a court, to an award in such action or proceeding of the amount of its attorneys' fees reasonably incurred therein.

Contracting Party Printed Name: _____

Signature: _____ **Date:** _____

Littleton Opera House Management:

Signature: _____ **Title:** _____ **Date:** _____