



## SOONER THEATRE USE AGREEMENT

**THIS USE AGREEMENT FOR THE SOONER THEATRE, INC.** hereinafter referred to as “**AGREEMENT**”, is made and entered into on **01/01/2010** and between the **SOONER THEATRE**, an Oklahoma nonprofit corporation, 101 East Main, Norman, OK 73069, hereinafter referred to as “**LESSOR**” and:

**Dr. John and Joan Smith** hereinafter referred to as “**LESSEE**”.

Contact for **Lessee**: John Smith  
Address: 1000 Mock Dr. Apt. 25 Z  
Anywhereville, OK 23000  
Phone: 555-555-5555  
Fax:  
Email: johnsmith@anywhereville.net

In consideration of the mutual promises, covenants, and conditions stated herein, the parties hereto, intending to be legally bound, agree as follows:

1. **FACILITY USAGE:** **Lessor** grants to **Lessee** the use of the sections of the Sooner Theatre, located at 101 E. Main Street, Norman, Oklahoma 73069, mentioned below hereinafter collectively referred to as “**FACILITIES**”

**Facility spaces to include: auditorium, dressing rooms, stage, lobby, mezzanine**

2. **SERVICES:** **Lessor** agrees to provide to **Lessee** the services specified below, hereinafter collectively referred to as “**SERVICES.**”

### **Technical Assistant**

3. **PURPOSE OF LEASE:** **Lessee** agrees to use the **FACILITIES** and/or the **SERVICES** for the following purpose(s):

### **Stand Up Comedy Routine**

4. **DURATION OF LEASE:** **Lessee's** right to use the **FACILITIES** and/or **SERVICES** shall be for **1 (one)** day(s) beginning and ending on **05/05/2010** inclusive.

5. **PAYMENTS:** Lessee shall pay to Lessor:

<b>FACILITIES</b>	<b>\$</b>	<b>650.00</b>
Regular use rate for <b>1 (one)</b> day of rental for the facility spaces mentioned above at the rate of <b>\$700/day</b> .		
<b>SERVICES</b>	<b>\$</b>	<b>100.00</b>
Technical Assistant for <b>1 (one)</b> day at the rate of <b>\$100/day</b> .		
<b>EQUIPMENT</b>	<b>\$</b>	<b>0.00</b>
<b>CLEANING (non-refundable deposit)</b>	<b>\$</b>	<b>50.00</b>

The total due to the Lessor from the Lessee in payment for rental of facilities (not inclusive of services provided) is: **\$ 850.00**

All sums due from the Lessee pursuant to this paragraph shall be paid in the following manner:

<b>Non-Refundable Deposit</b>	<b>\$</b>	<b>100.00</b>
To be paid with the return of this signed contract to hold a date more than 30 days out.		
<b>Cleaning deposit + Remaining 50% of FACILITIES/SERVICES</b>	<b>\$</b>	<b>400.00</b>
Due at least thirty (30) days prior to the date of the event.		
<b>Balance of rental and service fee</b>	<b>\$</b>	<b>350.00</b>
Due on or before the day of the event.		

Any additional charges incurred by the Lessee will be invoiced after the event. The failure of the Lessee to use all of the above described **FACILITIES** and/or **SERVICES** during the times specified in this agreement shall not entitle Lessee to a refund and/or rebate of the fee herein agreed to be paid with respect to the same.

- LIABILITY OF LESSEE:** Lessee shall assume all liability for any injury to persons or damage to property that may arise from any accident that occurs on or about the **FACILITIES** as a result of the use and/or occupancy thereof by **Lessee**.
- RETENTION OF DEPOSIT:** Except as provided in Paragraph 13 hereinafter, any failure by **Lessee** to use and/or occupy the **FACILITIES** and/or **SERVICES** in the manner herein provided shall not entitle **Lessee** to a return of the deposit.
- SECURITY:** Lessee shall provide at **Lessee's** expense adequate and appropriate supervision and security as to insure the safety and security of the public, personnel and **FACILITIES** during occupancy.
- INSPECTION:** Lessor reserves the right to enter any and all parts of the **FACILITIES** at times for the purpose of examining same to ensure compliance by **Lessee** with the terms of this Agreement.

10. **SIGNAGE/DECORATION:** **Lessee** shall not in any way alter the **FACILITIES** without the prior consent of **Lessor's** representative. To ensure compliance with the limitation hereby imposed on the **Lessee**, **Lessor** reserves the right to place reasonable restrictions upon or prohibit the affixation by **Lessee** of any nails, spikes, lighting, posters, signs, or adhesive-backed items such as stickers, tape, etc. to any part of the **FACILITIES**.
11. **COMPLIANCE WITH LAWS:** **Lessee** shall comply with all laws of the United States and of the State of Oklahoma, all ordinances of the City of Norman and all rules established by **Lessor**, and **Lessee** shall not allow to be done anything in the **FACILITIES** in violation of any such laws, ordinances, rules, or regulations. **Lessor** shall satisfy itself that every aspect of any performance, exhibition, or other form of entertainment which shall be part of the use and/or occupancy of the **FACILITIES** will not violate any applicable law, ordinance, rule or regulations.
12. **DUTIES OF LESSOR:** In consideration of the rental agreement to be paid by **Lessee**, **Lessor** shall provide for use by **Lessee** during the times stated herein adequate janitorial services prior to the lease date, existing standard lighting and sound systems, heating and air conditioning, and utilities.
13. **REFUNDS:** In the event **Lessee** does not use and/or occupy the **FACILITIES** and/or **SERVICES** as herein provided, refunds of the initial deposit of the **Lessee** will be permitted in the following events:
  - a. Where **Lessee** gives written notice of cancellation at least thirty (30) days, or such shorter period of times as the **Lessor** shall, in its sole discretion, determine appropriate, prior to the commencement of the permitted use and/or occupancy; or
  - b. When the use and/or occupancy is prevented by **Lessor**, provided, in such event, **Lessor** may, in lieu of returning such deposit, credit same to a future date and time if such date and time can be mutually agreed upon by **Lessor** and **Lessee**; or
  - c. Where the use and/or occupancy is prevented by damage to the **FACILITIES** caused by fire or other natural or accidental causes.
14. **NO LIABILITY:** **Lessor** assumes no responsibility for losses suffered by **Lessee**, its agents, employees, or invitees, on or about the **FACILITIES**. **Lessee** agrees that **Lessor** shall not be liable for any or all of the liabilities that **Lessee** shall incur during **Lessee's** use and/or occupancy of the **FACILITIES**.
15. **LIABILITY INSURANCE:** In connection with **Lessee's** use and/or occupancy of the **FACILITIES**, **Lessee** shall maintain in full force and effect during **Lessee's** use and/or occupancy of the **FACILITIES** herein described, insurance. Based upon an occurrence form through an admitted carrier in the State of Oklahoma in the amounts set forth below covering bodily injury and property damage liability including, but not limited to, premises and operations, product and completed operations, contractual, broad form property damage, independent contractors and personal injury coverages. **Lessee** shall furnish **Lessor** prior to **Lessee's** use and occupancy of the **FACILITIES** with a certificate of insurance naming **Lessor**, its officer, employees, and agents as additional insured; also providing that the insurance evidenced thereby will not be canceled prior to the expiration of this agreement or until **Lessor** shall have received written notice of such termination. Said insurance shall provide not less than **\$1,000,000.00** for injuries or deaths or property damage in one accident and **\$1,000,000.00** aggregate during the policy year.

16. **CATERING:** If food services and/or alcoholic beverages is involved, and such food services and/or alcoholic beverage caterers are to be provided by other than **Lessee**, **Lessee** agrees to use only such food service and/or alcoholic beverage caterers as are approved in advance by **Lessor**. **Lessee** understands that the agreement for such food services and/or alcoholic beverages is to be solely between the **Lessee** and such caterer, and all details concerning such food services and/or alcoholic beverages is to be arranged between **Lessee** and such caterer, without the involvement of the **Lessor**.
17. **STORAGE:** **Lessor** shall receive any property delivered to **Lessor** on behalf of **Lessee**, prior to, during or after the use and/or occupancy of the **FACILITIES** by **Lessee**, as an accommodation to **Lessee**. Neither **Lessor**, nor its officers, agents, or employees, shall be liable for any loss, damage, or injury to such property while it is in the possession of the **Lessor**. Materials left on the premises by the **Lessee** after the duration of lease as specified in Paragraph 4 herein, may result in the **Lessee** being charged the per-day rehearsal rate for the **FACILITIES** until such materials are removed from the premises.
18. **SEATING CAPACITY:** In no event shall the seating or occupancy capacity of the **FACILITIES** be exceeded.
19. **OBSTRUCTIONS:** The use and/or occupancy of the **FACILITIES** by **Lessee** pursuant to the Agreement shall at no time obstruct access to or exit from the Sooner Theatre or any portion thereof.
20. **FLAMMABLE MATERIALS:** **Lessee** will not do, nor permit to be done, anything in or upon any portion of the **FACILITIES** or bring or keep anything therein or thereon which will in any way conflict with the then existing fire code promulgated by the City of Norman and the City of Norman Fire Department, or which will in any way create and/or perpetuate any unsafe condition as deemed appropriate by **Lessor** and/or its agent.
21. **SMOKING POLICY:** The Sooner Theatre is a **NON-SMOKING** building. **Lessee** shall not permit the use of tobacco products on the premises.
22. **ADDITIONAL PERSONNEL:** Except as specified in Paragraph 2 of this Agreement, **Lessor** will provide no additional personnel to the **Lessee**. Hiring, training, and supervision of crew and/or stage hands or other support personnel is the sole responsibility of the **Lessee**. **Lessee** shall provide an adequate number of these personnel required for the **Lessee's** intended purpose. Such personnel, especially those who will have contact with the public, should be neat in appearance and orderly and polite in their speech and conduct. **Lessee** shall replace or dismiss any of such persons who do not meet with the approval of **Lessor** immediately upon a request from the **Lessor**.
23. **RESTITUTION:** **Lessee** shall take no action that would in any manner deface or destroy the **FACILITIES** and/or equipment, or any part thereof, and **Lessee** agrees to make full restitution or payment for any such damages which may occur during the use and occupancy of the **FACILITIES** by the **Lessee**. **Lessee** assumes full responsibility for any damage done to the **FACILITIES**, or to the equipment therein, which may occur during the use and occupancy of the **FACILITIES** by **Lessee**.

24. **OBJECTIONABLE PERSONS:** **Lessor** reserves the right to remove from the **FACILITIES** any person whom **Lessor** at its sole discretion deems objectionable. Neither **Lessor** nor any of its offices, agents, or employees shall be liable to **Lessee** for any damages that may be sustained by **Lessee** through the exercise of this right.
25. **CONCESSIONS:** The **Lessor** reserves the right to operate a concession before the event and during intermissions unless otherwise agreed to in advance between the **Lessor** and **Lessee**. **Lessee** will have no claim to proceeds nor part in expenses of operating said concession.

IN WITNESS WHEREOF, the parties to this agreement have affixed the signatures as follows:

**LESSOR: The Sooner Theatre, Inc.    LESSEE: John Smith**

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Please Print Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: This contract is not valid until deposit, proof of insurance, and signatures of Lessor and Lessee have been obtained.**