

**Temporary
Rehearsal Hall Rental
AGREEMENT**

Lamplighters Music Theatre (“Lamplighters”) rents to _____ (“User”) certain premises leased by the Lamplighters (the “Leased Space”) which is a part of the land and building at 469 Bryant Street, San Francisco, California (the “Premises”) on the following terms:

1. **Term.** For the periods of time indicated on the attached addendum.
2. **Rent.** For the hourly or daily rate(s) indicated on the attached addendum.
3. **Use.** The Leased Space, and the Leased Space only, shall be used for the following purposes only:

4. **User’s Covenants.** User will not use the Leased Space in any way which will affect the existing rates for, or cause the cancellation of, any insurance policy of Lamplighters, and will not commit any waste on the Leased Space or the Premises, permit any nuisance as defined in California Civil Code Section 3479, use the Leased Space or the Premises for any unlawful purpose, alter or modify the Leased Space in any way, or discharge, release or leave upon the Leased Space or the Premises any hazardous or toxic materials, wastes, or substances as those terms are defined in any federal, state or local laws, ordinances, regulations, codes or rules. User shall comply with all statutes, ordinances, regulations, and requirements of any and all governmental entities, and keep the Leased Space and the Premises part free and clear from and against any and all liens.
5. **Condition at End of Term.** At the end of the term, User will surrender and deliver to Lessor the Leased Space in the same condition as it was at the start of the term.
6. **Indemnity.** User shall indemnify, defend and hold Lamplighters and their officers, directors, trustees, employees, agents, attorneys, insurers, successors, predecessors and assigns (hereinafter “Indemnitees”) of, from and against any and all claims, demands, actions, causes of action, liabilities and obligations of any kind whatsoever (hereinafter “Claims”) arising from the use or occupancy of, or presence in the Leased Space or the Premises by, User, its employees, agents, volunteers and invitees. The Claims covered by this indemnification shall include, without limitation, those for the following: property damage to the real or personal property of User, the Lamplighters, or any other person, firm or entity, and/or to the Leased Space or the Premises; personal injuries to or wrongful death of any person whatsoever, including without limitation, the employees, volunteers and invitees of User; loss of income, loss of profits, loss of earning capacity, or any other pecuniary or financial loss of any kind; environmental damage, contamination or cleanup, including without limitation any claims or demands therefore by any governmental agency or private person, firm or entity and including both damage and enforcement actions or proceedings. The term “personal injuries” includes physical

injury, mental or emotional distress, and loss of consortium. The indemnification provision of this paragraph shall apply even if it is contended or found that there was concurrent negligence or other fault of any other person, firm or entity (including, without limitation, Indemnitees).

7. **Nonresponsibility for Damages.** Lamplighters shall not be responsible for damage or loss to the personal property, equipment, materials or any other property of User, its employees, invitees, volunteers or any other person, firm or entity brought into or upon the Lamplighters' Leased Space or the Premises, and User shall assume liability therefor and be solely responsible for providing all necessary protection from theft, fire or other casualty for such property. User shall be solely responsible for and shall promptly reimburse Lamplighters for any damage to property or theft of property caused by User, its employees, invitees or volunteers, or attributable to User's use or occupancy or resulting therefrom.

8. **Use of Equipment and Tools.** Neither User, nor its employees, volunteers, contractors or any other person not authorized in writing by Lamplighters may use any of the tools or equipment in the Leased Space, except for the following: _____
_____. By granting such permission to use the described tools and equipment, Lamplighters assume no liability or responsibility for supervision of the use of the tools or equipment, the condition of the equipment, or for any Claims arising from the use or condition of such tools and equipment which are furnished "as is," all of which liability and all risks are expressly assumed by User and shall be covered by the indemnification and defense obligations set forth in paragraph 8, above. Specifically, but without any limitation of the generality of any of the foregoing, Lamplighters make no warranty, express or implied, as to the condition, fitness for purpose or merchantable quality or any other warranty of any kind whatsoever, express or implied, as to the tools and equipment.

9. **Insurance.** User will maintain during the term:
 - A. A broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Lamplighters and naming Lamplighters Music Theatre, its officers, directors, trustees, employees, attorneys and insurers, predecessors, successors and assigns as additional insureds against loss or liability in connection with Lessee's occupation and use of the Leased Space in amounts not less than:
 - Not less than \$1,000,000 for injury to or death of one person and, subject to such limitation for the injury or death of one person, of not less than \$2,000,000 for injury to or death of two or more persons from any one accident or incident; and
 - No less than \$2,000,000 for damage to or destruction of any property.

 - B. Workers' Compensation insurance covering User's employees and volunteers to the maximum extent required under California law.

Lessee will provide Lamplighters with Certificates of Insurance evidencing the above insurance coverages. Said Certificates shall provide that no policy or provision of any

such policy may be cancelled or deleted without 30 days' advanced written notice to Lamplighters. All such policies or certificates shall contain a waiver of subrogation by the insurer(s).

10. **No Subleasing or Assigning.** User shall not assign or otherwise transfer this agreement or any rights hereunder, and any attempted assignment shall render this agreement void and of no force and effect, except for those liabilities and responsibilities of User that have already arisen, and except for the indemnification, defense and assumption of liability provisions of this Agreement.
11. **Force Majeure.** If Lamplighters' performance of any act required by this lease is prevented or delayed because of an act of God, strike, lockout, labor troubles, riot, civil disturbance, inability to secure materials, restrictive governmental laws or regulations, the time for performance of the act will be extended for the period of delay and performance.
12. **Attorney's Fees.** If there is litigation between the parties concerning the Leased Space or this Agreement, the party prevailing in such litigation will be entitled to reasonable attorney's fees.
13. **Partial Invalidity.** If any provision of this agreement is held by a court to be invalid, void, or unenforceable, the unaffected provisions remain in full force and effect.
14. **Sole Agreement.** This is the full, complete and only agreement between the parties concerning use of the Leased Space, and supersedes any previous or contemporaneous oral or written agreements, promises or representations. This agreement may only be modified in writing signed by both parties.

LAMPLIGHTERS MUSIC THEATRE:

By _____
Its _____

Dated: _____

USER:

By _____
Name [Please print.] _____
Title [Please print.] _____

Dated: _____