

DIXIE THEATRE - - RENTAL AGREEMENT

The **DIXIE THEATRE FOUNDATION, INC.**, (hereinafter known as "DIXIE") agrees to rent to _____ (hereinafter know as "Renter") their facilities located at 21 Avenue E, Apalachicola, Florida. The period of rental will begin on (date) _____ at (time) _____ and will expire on (date) _____ at (time) _____ by which time premises must be vacated. The estimated total rental fee shall be \$ _____, plus a cleaning charge of \$ _____. There may be additional charges per the Rental Fee Schedule attached. Furthermore, a Security Deposit of \$ _____ shall be paid, which will be refunded (less overages to total estimate) within 5 business days if the premises are left in good condition and no damages have occurred.

CONDITIONAL OF RENTAL

1. A certificate of insurance indicating Renter's liability coverage in the amount of \$ _____ is required prior to occupancy.
2. A deposit of \$800.00 shall be due when this agreement is signed by both parties. This deposit will be applied to the total rental. This deposit may be refunded if this agreement is cancelled at least 30 written notice days prior to the rental period.
3. **Full rental amount** (plus cleaning charge and any other items agreed to in Rental Fee Schedule) and Security Deposit is due and payable prior to Renters moving in any equipment or occupying premises.
4. DIXIE assumes no responsibilities for advertising Renter's event. However, if Renter provides event information it may be included in DIXIE's regular mailings and listings of coming events (if time and space permit). Also DIXIE's marquee may be used if available and there is no conflict with DIXIE events.
5. Renter shall provide DIXIE a schedule of proposed opening and closing times for rental period so appropriate DIXIE personnel can be on hand to open and secure the building. DIXIE shall not provide any personnel for Renter's event unless separately agreed to in writing.
6. To the maximum extent permitted by law, the renter shall defend, indemnify, and hold harmless the Dixie Theatre Foundation, Inc., and its directors, officers and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for financial or personal loss, injury, or death to any of Renter's staff, employees, agents, contractors, suppliers, customers or patrons, or anyone else assisting in or attending Renter's event.
7. Renter agrees to abide by the attached "Rules of Use of Dixie Theatre".
8. This agreement entered into by Dixie Theatre Foundation, Inc. and _____ on this ____ day of _____, 20__.

DIXIE THEATRE FOUNDATION, INC.

RENTER

By: _____

By: _____

Print Name _____

Title _____

Phone: (home) _____

(work) _____