



## Rental Agreement and Contract

Pacific Opera Project and \_\_\_\_\_ (Renter) agree to the following rental arrangements relating to the Pacific Opera Project space at 125 Ave. 57 in Los Angeles (rental space)

**Event Name:** \_\_\_\_\_ (“the event”)

**Dates and Times:** \_\_\_\_\_  
\_\_\_\_\_

**Renter:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Primary Phone:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

- a deposit in the amount of 50% of the total rental fee must be received to reserve dates and times.
- The balance of the rental fee is due on the first date the event begins in the rental space.
- A copy of the liability insurance naming Pacific Opera Project is due no later than 3 days prior to the event.

Payments should be made to PACIFIC OPERA PROJECT. Checks (preferred) and major credit cards are accepted.

**TOTAL:** \$ \_\_\_\_\_

**Deposit Amount** (50% of total to reserve dates.): \$ \_\_\_\_\_

**Balance Due:** \$ \_\_\_\_\_

#### RENTAL SPACE AND TIME PER DAY

The rental space includes the rehearsal hall, kitchen, and front bathroom next to the front door. Renter will have a total of 8 hours per day to use the space. Renter will make note of the 8 hour time slot it would like each day it is renting the space. If no 8 hour time slot is indicated and renter has given schedule to PACIFIC OPERA PROJECT, the 8 hour time slots will be shifted as close to the schedule given by the renter. Renter may not use rehearsal space past 5pm on Saturdays.

#### CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below and make sure all parties understand the requirements of providing for everyone's safety and keeping PACIFIC OPERA PROJECT a well maintained and safe location for future use.

#### DEPOSIT/RENTAL FEES

A signed contract and a deposit of 50% must be received to reserve all date(s) and time(s). The balance of the space rental fee is due on the first day of the event, unless other arrangements have been made in writing with a representative of PACIFIC OPERA PROJECT. Any additional costs that arise, due to damage of studio property or other, will be due within three days after the event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

#### DAMAGE TO PACIFIC OPERA PROJECT

Renter assumes the responsibility to compensate PACIFIC OPERA PROJECT for any damages to PACIFIC OPERA PROJECT property during the event. FLOOR DAMAGE: Renter acknowledges and understands that water spilled on the floor of the studio space must be cleaned up immediately to prevent warping and damage to the floor. Renter understands and assumes the responsibility of replacing and/or repairing any damage to the floors after usage.

#### INSURANCE

Special Event Liability or Personal Liability Insurance is required of Renter and is due no later than 3 days prior to the event, unless other arrangements have been made in writing with a representative of PACIFIC OPERA PROJECT. The insurance must, at Renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring PACIFIC OPERA PROJECT owners, representatives, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 Million, and general aggregate liability of not less than \$2 Million. PACIFIC OPERA PROJECT shall be named as an additional insured of said policy. Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to PACIFIC OPERA PROJECT, naming PACIFIC OPERA PROJECT as stated and will be delivered at least 3 days prior to event. PACIFIC OPERA PROJECT takes no responsibility of injuries to guests or property during your event.

#### LIABILITY

Renter agrees to indemnify, defend, and hold PACIFIC OPERA PROJECT, its landlord, building owners, officers, representatives, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises. In the event PACIFIC OPERA PROJECT, its landlord, building owners, officers, representatives and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, Renter agrees to pay PACIFIC OPERA PROJECT, its officers, landlord, building owners, representatives and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by PACIFIC OPERA PROJECT, including all collection expenses and interest due.

#### CATERING AND FOOD STANDARDS

All catering and food brought into the rental space must be approved by PACIFIC OPERA PROJECT. There is a kitchen facility, but no use of the kitchen will be used without the consent of PACIFIC OPERA PROJECT. Fully prepared food items, and pot-luck style events are preferable. Renter must remove all trash, composting and recyclables from the site as we do not have adequate facilities. All trash, including sorted recyclables and properly sorted compostable, must be collected properly bagged and removed by the Renter. Failure to remove or clean will result in additional fees to the Renter.

**LOAD-IN/LOAD-OUT AND STORAGE**

All load-ins and load-outs must take place within the designated dates reserved between Renter and PACIFIC OPERA PROJECT. PACIFIC OPERA PROJECT is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the Renter. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by the Renter. Limited storage is available upon request. Note: It is not the responsibility of PACIFIC OPERA PROJECT to ensure that pick-ups are scheduled and executed.

**CLEANING, TRASH AND EQUIPMENT REMOVAL**

The rental space will be in a clean condition prior to your event. Within two (2) hours following the event, Renter is required to return the space to the same clean condition in which it was found. All trash generated by the event must be collected, properly bagged and removed by the Renter. All rental equipment must be removed immediately following the event.

**CITY, COUNTY, STATE and FEDERAL LAWS**

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and no-smoking facility at all times, NO EXCEPTIONS. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. PACIFIC OPERA PROJECT reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of PACIFIC OPERA PROJECT or the safety of the owners, guests, or building contents.

**ENTRY AND EXIT**

Renter agrees that PACIFIC OPERA PROJECT or its representatives may enter and exit premises during the course of the event. Renters will use the front door equipped with a Kwikset combination lock to enter and exit the building. The door lock code will be given prior to the event start date.

**LOST AND FOUND**

PACIFIC OPERA PROJECT takes no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up tot 30 days. Every attempt will be made to return any recovered item to its rightful owner.

**NO SUBLET**

Renter may not sublet the rental space at any time or to any third party without the prior written consent of PACIFIC OPERA PROJECT.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between PACIFIC OPERA PROJECT and Renter and supersedes all prior agreements or understandings, written or oral. This agreement may not be modified or amended except by a written document executed by both parties.

**AGREED AND ACCEPTED:**

Pacific Opera Project

Renter

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title

Date:

Date: