

MAJESTIC THEATER
Lease Agreement

This Lease Agreement, made and entered into this the _____ by and between Majestic Theater hereinafter referred to as LESSOR, _____, hereinafter referred to as LESSEE:

WITNESSETH:

It is mutually agreed by and between LESSOR and LESSEE as follows:

1. The LESSOR hereby leases unto LESSEE the following portions and no other of the premises know as the Majestic Theater, Performance Hall, Backstage, and Lobbies, and together with the usual entrances and exits for the following dates and times: _____.
2. The LESSEE agrees to pay LESSOR, in consideration for the use of the said facilities, the sum of (will invoice) in addition to any other sums to be paid to LESSOR pursuant to subsequent sections of this Agreement. The LESSEE shall pay to LESSOR upon execution of this Agreement, a non-refundable deposit of _____.
3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
4. Should LESSEE desire to cancel this Lease Agreement, and if notification of such, in writing, is given to LESSOR at least sixty (60) days prior to the date of intended use, LESSOR may retain as liquidated damages the sum to be paid upon execution and delivery of this Lease Agreement, and both parties shall be relieved of any further obligations under the AGREEMENT.
5. LESSOR reserves the right to adding priorities among LESSEES and to cancel this Lease Agreement with LESSEE in favor of leasing the premises to another LESSEE. If cancellation is made by LESSOR, LESSEE will be notified as soon as practicable and be refunded its deposit. LESSEE hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation
6. LESSEE shall, and shall cause its servants, agents, employees, licensees, patrons, and guests to abide by the policies, rules, and regulations adopted by LESSOR for the use, occupancy, and operation of said premises. Such policies, rules, and regulations may be changed from time to time. A copy of the current applicable rules and regulations is appended hereto as Exhibit "A" and incorporated herein by reference.

7. LESSEE shall comply with all rules and regulations governing the Majestic Performing Arts and Cinema Center (LESSOR) and all applicable rules and regulations governing Gettysburg College. LESSEE shall not discriminate against any person on the basis of race, color, religion, ethnic or national origin, age, gender, marital status, sexual orientation, or disability.

The Majestic welcomes all audience members and strives to make its programs, performances, events and facilities accessible to people with disabilities. The Majestic provides these accessibility services and facilities at all performances: assistive listening system, elevator, large print programs, parking, restroom facilities, public telephones and TTY, and wheelchair accessible entrances and seating.

LESSEE shall provide the Majestic's technical staff with a line-level output feed from its sound board for the assistive listening system. If LESSEE's performance is not amplified, the LESSEE agrees that the Majestic's technical staff shall provide a line-level output feed for the assistive listening system.

LESSEE shall provide LESSOR's accessibility coordinators with a minimum of twenty (20) large print programs (Arial font, 18 point, one and one-half (1 ½) line spacing, on 8 ½" x 11" non-glare paper), which contain all text material available in the regular-sized print program.

LESSEE agrees that LESSOR's accessibility coordinators shall determine the location of the captioning display or interpreter(s) when either or both of these services are requested. The location shall be such that seated audience members using the service may comfortably and simultaneously, without having to swivel their heads, see both the stage and the captioning display and/or interpreter(s).

In most instances, LESSOR's accessibility coordinators shall place the computer-aided realtime captioning (CART) LED display on the stage in the same plane as the performers and approximately two feet (2') above the stage floor.

In most instances, LESSOR's accessibility coordinators shall place the sign language interpreter(s) on the stage, in the same plane as the performers in the down right center area.

Sign language interpreter(s) must have direct lighting during the performance. The sign language interpreter(s) shall be illuminated by at least two instruments, which are focused so that there are no shadows or dark areas on the interpreter(s)' face(es), torso(s), arm(s) or hands.


Lighting for the sign language interpreter(s) is at full discretion of LESSOR accessibility coordinators.

LESSEE is responsible for providing notice of additional accessibility accommodations by disseminating this information through advertising, marketing, promotion and publicity controlled by LESSEE:

This text must appear in brochures, news releases, newsletter articles, etc. In brochures, the text must be accompanied by the international symbol for accessibility. The symbol is available as a free download from <http://www.gag.org/res/das/DAS%20Symbols/whlchr-p.tif> or <http://www.gag.org/res/das/DAS%20Symbols/whlchr-n.tif>.



The Majestic Performing Arts and Cinema Center features a variety of accessibility services and facilities. Assistive listening devices are available at all performances. Audio description, Braille programs, captioning, and sign language interpretation may be available when requested at least three (3) weeks before the event and are subject to the availability of appropriately skilled providers and are supplied at the discretion of the management. For more information contact the Majestic Performing Arts and Cinema Center box office at (717) 337-8200 or MajesticTheater@gettysburg.edu for information.

This text, accompanied by the  by the international symbol for accessibility must appear on posters, fliers, and print advertisements:



Majestic Performing Arts and Cinema Center Box Office
(717) 337-8200 • MajesticTheater@gettysburg.edu

Should LESSOR incur expenses for providing audio description, Braille programs, CART (computer-aided realtime captioning) and /or sign language interpretation, these expenses shall be billed to LESSEE at cost.

8. No activities in violation of Federal, State, or local laws shall be permitted on the premises, and it shall be the responsibility of the LESSEE to enforce this provision. LESSEE agrees to abide and be bound by the decision of the LESSOR, or its representatives, should any questions arise under this paragraph.
9. LESSEE agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with LESSEE's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, Municipal, or Urban County law or regulations, all such collections and payments to be in addition to the rents herein

provided, and to hold LESSOR harmless therefore, including any and all costs, penalties, interest, and expenses pertaining thereto.

10. LESSEE hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of tickets in excess of the seating capacity.
11. LESSEE agrees to furnish, without charge to LESSOR N/A admission tickets for each performance the premises are open to the public during the term of this Agreement. The LESSOR's representative shall make seating selections.
12. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use.
13. LESSEE agrees not to bring onto the leased premises any material, substances, equipment, or object which is likely to endanger the life of or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of LESSOR. LESSOR shall have the right to refuse to allow any material, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal wherefrom if found thereon. LESSEE agrees that all of its property and the property of others brought in or near the premises shall be at the risk of LESSEE and LESSOR shall not be liable to LESSEE or others, for any loss or damage to any such property no matter how any such loss or damages are incurred.
14. LESSEE expressly waives and relinquishes, and LESSOR reserves to itself the right to operate, license, or permit others to operate during the period of the Lease Agreement and all concessions in the Majestic Theater. LESSOR shall retain all revenue derived from the sale of concessions.
15. Should LESSEE present or allow the presentation of any composition, work, or material covered by copyright, LESSEE shall furnish to LESSOR, prior to any performance, evidence which is satisfactory to LESSOR that any royalty or other charge has been paid. LESSEE agrees to indemnify and save harmless the LESSOR for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
16. LESSOR agrees to furnish LESSEE the premise "As is", together with heat, water, light, and ventilation. Any services requested by LESSEE to be performed by LESSOR or its agents shall be charged LESSEE at the rates set forth in Fee Schedule, Exhibit "B", attached hereto and incorporated herein by reference.

17. LESSEE shall be responsible for any and all damage to the premises and to LESSOR's property caused by the acts of LESSEE or LESSEE's agents, servants, employees, patrons, or guests whether accidental or otherwise; and LESSEE further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and LESSEE agrees to pay LESSOR upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof expected.
18. Rental stipulated in paragraph 2 hereof does not include personnel required to staff the premises for the durations of this Agreement, including, but not limited to ticket sellers, door attendants, ushers, security guards, stage hands, and other such personnel as LESSOR, in its discretion, deems necessary. Such persons shall be, at all times under the supervision of LESSOR, and LESSEE shall reimburse LESSOR for expenses in accordance with the rates set forth in Fee Schedule, Exhibit "B", unless otherwise negotiated.
19. LESSEE acknowledges that the Majestic Theater including the leased premises shall at all times be under the control of LESSOR. Duly authorized representatives of LESSOR may enter the premises at any time on occasion without restrictions whatsoever.
20. In the event the premises are destroyed or damaged by fire or other elements or by civil commotion, or should any part of the Majestic Theater be made impractical for use by any cause, LESSOR may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, LESSOR will refund to LESSEE any deposit theretofore paid by LESSEE after deduction from such deposit, any expense incurred to that time by LESSOR in connection with this Agreement. If the event termination occurs during the term of this lease, LESSEE will pay to LESSOR a prorated portion of the consideration plus any expenses incurred by LESSOR to that time, in connection with this Agreement; and LESSOR will refund any part of the consideration already paid by LESSEE which exceeds such amount. In the event of termination, LESSEE hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
21. As an additional consideration of this Agreement for use of the premises LESSEE will procure an insurance policy with a licensed company doing business in the state of Pennsylvania to provide \$100,000 each person, \$300,000 each accident, bodily injury liability coverage, and \$1,000,000 property damage. Majestic Theater and Gettysburg College shall be named as an additional insured and a certificate or policy filed with

Gettysburg College ten (10) days before the first date of performance or use.

- 22. Notwithstanding any other provision of this Agreement, if LESSEE violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to LESSOR, the same to be treated as liquidated damages, and no portion shall be returned to LESSEE. LESSOR shall also have the right to terminate this Agreement if it elects to do so.
- 23. Estimated cost from needed services as outlined in the Fee Schedule, Exhibit "B" (WILL INVOICE). Final invoices of actual expenses will not exceed this amount by more than 15% if no further services are requested.
- 24. The within Lease Agreement may only be amended in writing, signed by the parties hereto.

IN WITNESS THEREFOF, this Agreement has been executed by the duly authorized representatives of LESSOR and LESSEE, all as of the date above written.

LESSOR

Majestic Theater
25 Carlisle Street
Gettysburg, PA 17325

DATE: _____

LESSEE:

ADDRESS

CITY AND STATE

DATE: _____