

**St. HOPE Development Company
Guild Theater
Facility Use Terms and Agreement**

St. HOPE Development Company (“SHDC”) makes the Guild Theater (“Guild”) located 2828 35th Street, Sacramento, CA available to private, public and nonprofit organizations and to individuals for special events as a mechanism to increase community awareness of SHDC and their programs. The income generated from the lease of the Guild supports its’ programs.

Charles Smith “My Personal Movie” (“User”) agrees to rent the Guild under the terms and conditions set forth below shall govern the use of the Guild. The Guild is rentable in minimum blocks of 4 hours, and additional blocks may be purchased at an hourly rate, subject to the rate outlined below.

Fee Schedule:

# of Hours	Event Total	Technician (\$25/Hr)	Food/Drinks Yes / No	Deposit	Additional Charges	Total
4	\$600.00	\$100.00	No	\$300.00	\$100.00 (A/V Rental)	\$1,100.00
Amount Due	\$600.00	\$100.00		-\$300.00 (Paid)	\$100.00	\$800.00

Event Date:	Wednesday, May 10, 2017
Event Name:	My Personal Movie
Event Type:	Movie Screening
Event Start / End Time:	7:00pm-9:00pm
Load-in Time:	6:00pm
Load-Out End Time:	10:00pm

Note: Alcoholic Beverages requires a Special Daily License from ABC and a permit from the Sacramento County Policy Department obtained by the User. Liability must be purchased with the certificate of liability.

\$_____ will be refunded 21 days less mandatory cleaning fee \$50.00 will be deducted from security deposit after a scheduled event and theater has been returned to a satisfactory condition. User is responsible for removing debris and event related trash from theater, concession stand, balcony, restrooms, stage and dressing rooms. The Guild Theater considers your organization, as the licensee, responsible for the conduct of this event.

For security purposes, doors to the entrance of the Guild will be opened only at the contracted beginning time and will close at the contracted ending time. If required, it is the responsibility of the User to provide registration staff at the reception area. The contracted time begins when the User arrives at the event to coordinate the setup and ends when the User, caterer and other User staff complete the break-down and vacate the Guild. If the Guild is occupied by User before or after the

contracted time, User will be charged and agrees to pay the additional rental rate in 1-hour increments at the hourly rate presented in the table above for Additional Hours. All events held at the Guild must be registered in advance with the SHDC Representative and must comply with the Guild's Facility Use Terms and Agreement contained herein. Furthermore, the Guild's staff may be present at all functions and User agrees to provide such staff full access to the event (at no additional charge to the User).

TERMS:

Maximum Occupancy – no more than **200** people are permitted within the Guild for any event.

Smoking – Smoking is prohibited inside the Guild.

Alcohol – The User is prohibited from bringing alcoholic beverages into the Guild or its premises. This includes any donated alcoholic beverages.

Decorations and Signage – Signs, banners and balloons may not be placed outside of the Guild nor affixed to, nor cover any art object, Guild signage, or Guild walls without prior written consent from the SHDC representative. All equipment and décor, including, but not limited to, plants, floral arrangement, A/V equipment, lights, stage furniture, and signage must be removed immediately at the conclusion of the event.

Entertainment – The Guild must approve all musical and entertainment arrangements desired by the User. The Guild reserves the right to immediately terminate any event if the content of such arrangements deviates from the approved arrangement, particularly in regard to any content that would be deemed offensive or inappropriate for general public viewing.

Publicity and Printed Materials – All promotional events such as press conferences, media events, fundraisers, or other similar special events that will draw media attention must be coordinated, with the SHDC representative to ensure the media coverage includes the Guild Theater and ST. HOPE Development Company in an appropriate context, if any. The SHDC representative must approve the content of invitations, posters, and promotional materials for promotional events prior to printing, mailing and/or distribution. Violations of this guideline may result in cancellation of the event.

Photography – The User may take photos/videos of the event for personal use; however the Guild's art collection and/or exhibitions cannot be reproduced in any form to be used for commercial purposes, such as in brochures, advertisements, etc. without written consent from the SHDC representative. If the User's intent is to use the art and exhibitions as backdrop for photography, video, television or film production, this must be discussed with and approved in writing by the Executive Director or designee.

Insurance – SHDC requires that all individuals/organizations using the Guild obtain a certificate of general liability insurance from their insurance carrier for the hours of the event inclusive of set-up and breakdown. This certificate of insurance must state that the User has in force general liability insurance in the amount of \$1,000,000 for each occurrence and must name ST. HOPE and the owner of the Guild property, St. HOPE Development Company ("SHDC"), as the additional insured's under the policy for the duration of the event. Any use of the Guild involving a danger or risk, as determined by the SHDC representative in his/her sole discretion, shall be covered by the liability and property

damage insurance provided by User, at User's sole cost and expense. SHDC may provide, at its sole discretion, contacts and information for User on where to purchase such insurance.

The User shall not commit or permit to be committed any activity in or about the Guild, nor use or permit the use of the Guild for any purpose, which shall be detrimental or damaging to the appearance, condition or structural soundness of the guild, or which shall result in the cancellation or threatened cancellation of any policy of insurance upon the Guild. User agrees to comply with any and all laws, statutes, ordinances and regulations of the federal, state and local governments and all of their departments, applicable to User's use of the Guild, including, without limitation, obtaining any necessary use and entertainment taxes or fees.

Indemnification – The User shall indemnify, defend, hold harmless, release and discharge SHDC, and each of their officers, directors, employees and agents from any and all liability, claims and demands, suits, losses and expenses, including attorney's fees of the defense thereof, whatsoever, made against, suffered or incurred by SHDC arising from or out of the conduct or management of the User's business in or on the Guild or any breach on the part of the User in any condition or covenant of the agreement, or from any act or negligence of the User and User's invitees/clients/employees in or about the Guild. In case of any action or proceeding brought against SHDC, and their respective officers, director, employees and agents, by reason of any such claim, the User, upon notice from SHDC, covenants to defend any such action or proceeding by counsel acceptable to SHDC.

User also shall pay for any and all damages to the Guild and/or loss of any property and/or equipment of the Guild resulting directly or indirectly from such occupancy and/or use of the Guild. Additionally, SHDC assume no responsibility for loss, and/or damage of any material or equipment brought onto the Guild by User, or for any personal injuries incurred by User or the attendees of User's event, nor for any fees, fines, levies, taxes or other expenses incurred by the User in connection with the event.

Restrictions and Promotion and Solicitation – User agrees that User will not use SHDC, or the Guild's name in any promotion or advertising or User's event(s) or services(s) without written permission of the SHDC representative. User agrees that User will not use the performance of services under this agreement, User's affiliation with SHDC facilities, systems, sites, information or contacts for marketing or promotion of User or User's services or for the direct solicitation of business without the written permission the SHDC representative. User acknowledges and agrees that all worldwide right, title and interest in and to any and all logos, trademarks, methods of doing business, sound, recordings, pictorial reproductions, drawings, graphics representations related to the Guild shall be the sole property of SHDC, and User may not use such items without the express written permission of SHDC.

Additionally, during the term of this Agreement, and for a period of one (1) year after termination of this Agreement (the "Non-solicitation Period"), User agrees not to hire or solicit for hire any person who is employed by, or associated with SHDC, or the Guild, or any affiliate of the preceding, without first obtaining the express written consent of the SHDC representative. User further agrees, during the Non-solicitation Period, not to encourage any such person to work elsewhere and not to direct or encourage any third party to hire or solicit any such person or encourage any such person to work elsewhere.

Payment – Guild Theater Terms/Agreement ONE HALF OF RENTAL FEES ARE TO BE PAID 30-DAYS IN ADVANCE. BALANCE OF RENTAL FEES ARE REQUIRED 7 DAYS PRIOR TO SCHEDULED EVENT.

ALL CANCELLATIONS: Must be made 90-days in advance of scheduled event for a refund, LESS A \$150.000 CANCELLATION FEE. FOR CANCELLATIONS MADE LESS THAN 30 DAYS FROM THE EVENT DATE, THE USER FORFEITS ALL FEES PAID TO DATE. Following the event, the actual cost will be adjusted based on final expenses to cover additional hours, maintenance, and/or damages. Any balance due will be charged to the User and must be paid within fifteen (15) calendar days. Late payments will incur an additional late charge of 1.5% per month for each month of non-payment, pro-rata by the number of days late. The first such charge shall be assessed at the end of the first 15-day period if payment is not received.

The User Representative shall be the primary point-of-contact for their respective organizations for all matters related to this Agreement. All formal communication and correspondence shall be between the User or SHDC Representative. Either party may change their representative with formal written notice of the signatory of this Agreement (or a C-level officer) to the other party.

	User Representative (Must be Complete)	SHDC Representative
Name		
Title		Guild Manager
Organization Name		St. HOPE
Address		3400 Third Ave., Sacramento, CA 95817
Phone Number (Cell/Work)		916-451-4673
Email Address		manager@guildtheater.com

IN WITNESS WHEREOF, the User has read and agrees to comply with the terms and conditions detailed in this agreement. User is required to pay a total of **\$1,100.00** in installments of **\$400.00** on or before April 10, 2017 and the remaining balance of **\$400.00** on or before May 3, 2017. ALL CANCELLATIONS: must be made 90-days in advance of scheduled event for a refund, LESS A \$150.00 CANCELLATION FEE. FOR CANCELLATIONS MADE LESS THAN 30 DAYS FROM THE EVENT DATE, THE USER FORFEITS ALL FEES PAID TO DATE. Please make all checks/money orders payable to: ST. HOPE. Electronic payments can be made by visiting the www.sthope.org/guild-theater-rent website. Click on PAY NOW.

User / Lessee

SHDC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____