



## **FACILITY USE TERMS AND CONDITIONS**

I. Twilight Theatre, Inc. grants a non-exclusive revocable license to use Twilight Theatre facilities/site (Facilities) to the Organization/Group (Group) as outlined in the Twilight Theatre Request for Use/Facility Use Agreement Form. Twilight Theatre, Inc. will not provide any services/equipment unless included on the Facilities Request Form.

### **II. In order to use Facilities as outlined in the Facilities Request Form, Group agrees to the following Facility Use Terms and Conditions:**

A. To pay all charges and fees to Twilight Theatre, Inc. for using facilities, equipment and services. A Group that has outstanding obligations for fees or services to use facilities will not be permitted to use facilities until such time as all of those obligations are satisfied.

B. To be responsible for the character, acts and conduct of all their employees, invitees, participants and guests admitted to a Twilight Theatre facility/site. Twilight Theatre, Inc. reserves the right to remove any individual from Twilight Theatre, Inc. property.

C. To comply with all applicable federal and state laws and all local ordinances, as well as Twilight Theatre, Inc. rules and procedures.

D. To ensure that no one is excluded from participation in or subjected to discrimination on the basis of disability, age, race, color, religion, sex, national origin, ethnicity, gender identity, sexual orientation, veteran status or any other classification protected by federal or state laws. The Group agrees to adhere to the provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and all laws protecting the rights of the disabled.

E. To be responsible for acquiring all necessary permits and licenses required for your event and to agree not to do or cause anything to be done on Twilight Theatre, Inc. property that shall violate any laws, ordinances, rules or requirements, or which in any way increases the conditions of or cancels or invalidates any insurance policy.

F. To comply with the directions of Twilight Theatre, Inc. public safety personnel and other Twilight Theatre, Inc. officials. Twilight Theatre, Inc. may require additional security or law enforcement personnel and those costs will be added to final Facility use charges.

G. To be responsible for all Twilight Theatre, Inc. equipment, which is lost, stolen or damaged. The Group will be responsible for damages including the replacement cost, as well as cleaning expenses.

H. The User agrees to pay to Twilight Theatre, Inc., upon execution of the Agreement or thirty (30) days prior to the reservation date whichever is later, the estimated charges for the use of facilities and services, plus any applicable taxes.

I. To only use Twilight Theatre's name, insignia, logo, picture or any other material with prior written Twilight Theatre, Inc. approval. Twilight Theatre, Inc. requires prior review of all material produced, which uses the Twilight Theatre's name, insignia, logo or picture.

J. To be responsible for your own employees, agents and invitees and to ensure that they use facilities in a safe and careful manner.

K. To request prior written approval to bring any electrical equipment onto Twilight Theatre, Inc. grounds and connect it to electrical service. All Group equipment must be removed from Twilight Theatre promptly following the scheduled event. If there is any delay, Twilight Theatre, Inc. may remove Group equipment at Group's expense.

Computer equipment shall not be connected to or make use of the network(s) without the prior written approval of Twilight Theatre, Inc..

L. To park only in designated parking lots. All cars must adhere to the City of Greensburg's parking regulations. No overnight parking or camping on Twilight Theatre, Inc. property is permitted without prior written campus approval.

M. To limit the number of occupants to the safe capacity of the room or facility as determined by Twilight Theatre, Inc.. The Group will not exceed the designated facility/room capacity. Twilight Theatre, Inc. reserves the right to terminate an event immediately if the event exceeds the legal capacity of a room/facility.

N. To provide first aid services. Twilight Theatre, Inc. may require the Group to provide first aid personnel on site depending on the nature of the event.

O. To provide an authorized representative who will be in attendance and in charge of your event at all times.

P. To notify Twilight Theatre, Inc. of any event changes at least forty-eight (48) hours prior to the start of the event. Approval of all changes is at Twilight Theatre's sole discretion. Any changes may result in additional charges not anticipated in the original estimate. At the conclusion of the event, the Twilight Theatre may find it necessary to provide Group with a Final Settlement invoice indicating any additional charges due. The Final Settlement will be prepared and presented no later than five (5) business days after the completion of the event.

Q. To get Twilight Theatre, Inc. prior written approval for all use of decorations, scenery, exhibits, banners, posters, bleachers, platforms and any other equipment. Any device capable of producing an open flame is prohibited [does not include chafing dishes, candles, etc.]. Scenery and exhibits may be required to be appropriately flame retardant.

R. To provide your own cash security when admission is charged or an activity that involves the payment of money. Twilight Theatre, Inc. reserves the right to require Twilight Theatre, Inc. public safety officers and/or law enforcement officers for locations where such transactions occur, at Twilight Theatre, Inc.'s sole discretion. Charges incurred for additional security will be passed on to the Group.

S. No possession of any unlawful or dangerous instrument, device or material. Nothing will be done which will injure or harm any person(s) or damage Twilight Theatre, Inc. property or use Twilight Theatre, Inc. property for any unlawful, unauthorized or offensive purpose.

T. No use or possession of unlawful drugs on Twilight Theatre, Inc. property. No possession or use of any alcoholic beverages is permitted without prior written Twilight Theatre, Inc. approval.

U. No signs may be posted on Twilight Theatre, Inc. property without prior written Twilight Theatre, Inc. approval. All signs must be promptly removed following the event. Signs may not be affixed to any Twilight Theatre sign, building or property.

V. No collections or solicitation is permitted without Twilight Theatre, Inc. approval.

W. Twilight Theatre, Inc. is a tobacco-free institution. Tobacco use, including e-cigarettes, is prohibited on all property and in all facilities owned or leased by Twilight Theatre, Inc., including all vehicles.

**III. INDEMNIFICATION**—The Group shall defend, indemnify and hold harmless Twilight Theatre, Inc., its trustees, officers, employees, agents, successors and assigns from any and all claims, suits, demands, actions, liabilities, expenses or losses whatsoever including, but not limited to, claims for property damage, personal injury and death which relate in any manner to the Group's activities at Twilight Theatre, Inc.. Such indemnity includes, but is not limited to, costs and legal fees incurred by Twilight Theatre, Inc. in defense of any such claim, suit, demand, action, liability, expense or loss. If Twilight Theatre, Inc., its agents or employees receive or handle any property delivered to Twilight Theatre, Inc. or placed in its custody on behalf of the Group, either prior to, during or subsequent to the term of this event, Twilight Theatre, Inc., its agents and employees will not be liable for any loss, damage or injury to such property.

Twilight Theatre, Inc. agrees to indemnify and hold harmless the other party, its officers, employees and agents from any and all suits, claims, demands, liability, attorney fees and court costs of any kind, which may incur from Twilight Theatre, Inc.'s negligence during the performance of any provisions of this Agreement. Nothing in this indemnity clause shall be construed to require Twilight Theatre, Inc. to indemnify or insure the Group for its negligence or assume any liability for the Group's negligence.

**IV. INSURANCE**—The Group will maintain Comprehensive General Liability Insurance for at least ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and shall include contractual liability insurance covering all liability assumed by Group under this Agreement, naming Twilight Theatre, Inc. as an additional insured.

A. A certificate of insurance evidencing such insurance shall be delivered to Twilight Theatre, Inc. prior to any use of facilities by Group and shall provide that the policy shall not be terminated, cancelled or materially altered for any reason without at least ten (10) days prior written notice to Twilight Theatre, Inc..

B. The Group will provide Twilight Theatre, Inc. proof of adequate Worker's Compensation coverage in accordance with State of Kansas requirements. Twilight Theatre, Inc. reserves the right to require additional insurance as determined by Twilight Theatre, Inc. based on the Group's use of facility.

C. Questions concerning Twilight Theatre, Inc. insurance requirements should be directed to the Executive Director at 620.723.1092 or [info@twilighttheatre.org](mailto:info@twilighttheatre.org).

D. State or federal agencies or subsidiaries are only required to provide proof of insurance. Indicate on Facility Use Agreement if government agency for insurance purposes.

**V. TERMINATION**— Twilight Theatre, Inc. reserves the right to terminate this Facility Use Agreement without penalty for breach of any of the terms contained in this Agreement, or in Twilight Theatre, Inc.'s sole discretion if Twilight Theatre, Inc. determines that it is impractical to perform this Agreement due to causes beyond the reasonable control of Twilight Theatre, Inc..