

# RENTAL AGREEMENT for the Cedar Falls Band Shell

Located in Overman Park, 2nd & Franklin Streets, Cedar Falls, Iowa.

THIS RENTAL AGREEMENT, executed in duplicate, is made and entered into on (date) \_\_\_\_\_, by and between Cedar Falls Municipal Band, Inc. ("Lessor"), whose address for the purpose of this lease is P.O. Box 144, 211 Washington Street, Cedar Falls, Iowa 50613, and

\_\_\_\_\_ ("Lessee"), whose address for the reference of this lease is \_\_\_\_\_ (phone) \_\_\_\_\_

## WITNESSETH THAT

1. Premises, Term, and Rental. See attached "Memorandum of Agreement" for this information for (event) \_\_\_\_\_ on (date/time) \_\_\_\_\_

(total rental cost) \$ \_\_\_\_\_ (damage/security deposit) \$ \_\_\_\_\_ (payable to "Cedar Falls Band Shell")

2. Indemnity. Except as to any negligence of the Lessor, arising out of roof and structural parts of the building, Lessee will protect, indemnify, and save harmless the Lessor from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or afflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises during the term of the lease, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof, by the Lessee or any person claiming through or under the Lessee.

3. Requirement to Comply with Ordinance and Laws. Lessee agrees to make no unlawful use of the leased premises, and agrees to comply with all valid regulations, city ordinances, and laws of the State of Iowa and the federal government, including, but not limited, fire regulations, zoning regulations, and any other laws of any governmental agency.

4. Lessee to Insure Its Own Property. Lessee agrees to keep its personal property, including any machinery, equipment, paraphernalia, costumes, clothing, scenery, trunks, exhibit materials, musical instruments and cases, and any other personal property brought and/or used on the premises by Lessee or any person acting under Lessee's direction reasonably insured against hazards and casualties, this is, fire and those items usually covered by extended coverage. Lessor shall not be responsible for any loss or damage to any of such property for any cause of whatever nature or of any kind.

5. Assignment and Subletting. Lessee shall not assign or sublet the premises or any part thereof to any other person without Lessor's written consent, which consent shall not be unreasonably withheld. Any assignment or subletting contrary to the provisions of this paragraph shall cause an immediate termination of the Lease Agreement, upon which Lessee shall immediately vacate the premises upon demand thereof by Lessor. In that event, Lessee shall not be entitled to a refund of any portion of its rental deposit or rental paid for the lease.

6. Lessee Duty of Care and Maintenance. Lessee shall, after taking possession of said premises and until the termination of this lease and the actual removal from the premises, at its own expense, keep said premises in a reasonably clean and serviceable condition. Lessee will not allow trash of any kind to accumulate on the lease premises or on the surrounding walkways and stairways, and will place said items in the trash receptacles provided therefore. Lessee agrees that upon the termination of this lease, it will surrender, yield up and deliver the premises in good and clean condition.

7. Holding Over. Continued possession beyond the expiration date of the term of this lease by the Lessee shall constitute a day to day extension of this lease, for which Lessee shall be responsible to pay Lessor rent at the rate described in paragraph 1 of this lease upon demand.

8. Use of Premises. Lessee covenants and agrees during the term of this lease to use and occupy the leased premises only for the following purpose or purposes: \_\_\_\_\_

9. Termination of Lease and Defaults of Lessee. This lease shall terminate upon the expiration of the leased term as describe in this agreement. Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this lease, this lease may, at the option of Lessor, be canceled and forfeited. In case suit is instituted by Lessor to enforce compliance with any term of this agreement, Lessor shall be entitled to reasonable attorney fees and court costs incurred in the enforcement of this agreement, in addition to any damages provided for by this agreement or in accordance with law.

10. Misrepresentation as Grounds for Termination of Lease. Any misrepresentation made by Lessee, its agents or employees, in obtaining this lease agreement shall be grounds for immediate cancellation and termination of the lease by Lessor without any recourse on the part of Lessee or liability on the part of Lessor to Lessee.

11. Advertisements. Lessee will state in any signs, posters, advertisements or any other publicity with regard to the event to be conducted on the leased premises, that the event is being sponsored by Lessee and the Lessor is not sponsoring or in any way connected with such event.

12. Lessor's Agent on Premises. Lessee acknowledges that a Cedar Falls Band Shell staff person must be in attendance at all times when the building is in use by Lessee or any person acting by or under Lessee. Lessee agrees to pay a charge for the attendance of said Cedar Falls Band Shell staff person as specified in the written description of charges which has been submitted to Lessee as described in paragraph 1.

13. Miscellaneous. Each and every term and condition of this agreement shall extend to and be binding upon the respective successors and assigns of the parties. None of the terms and conditions of this lease shall in any manner be modified, waived or abandoned, except by a written instrument duly signed by Lessor and Lessee. This lease contains the entire agreement of the parties, and there are no other promises, understandings or agreements except as specifically set forth in this agreement.

IN WITNESS WHEREOF, the parties have duly executed this lease in duplicate on the day and date state above.

By \_\_\_\_\_ By \_\_\_\_\_

(LESSOR) Dennis A. Downs, Band Shell Agent  
for CEDAR FALLS MUNICIPAL BAND, INC.

(LESSEE) signature

**MEMORANDUM OF AGREEMENT** (rev. 7/28/15) (Please retain this for your reference)

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

FROM: Dennis Downs, CF Band Shell Agent

SUBJECT: Use of the CF Band Shell

This is to confirm our communication regarding your scheduled leasing of the Cedar Falls Band Shell in Overman Park for  
(event, date, times) \_\_\_\_\_

As agreed, there will be a minimum charge of \$50 per hour which includes the technician, cleaning, maintenance, and usage cost. A \$100 security deposit is required, and can be applied toward final payment.

If cancellation is necessary, a full refund will be made up to 24 hours preceding the event. 50% will be refundable up to one hour preceding the event. No refund after one hour preceding event. Balance will be due within 30 days following the event. Please make check(s) payable to: Cedar Falls Band Shell, and return the deposit with the attached lease agreement to Dennis Downs, 1719 West 18th Street, #B, Cedar Falls, IA 50613.

In addition to the use of the domed stage area and front stage skirt, we will make available:

- \_\_\_\_\_ microphones (tower sound system and/or amplifier)
- \_\_\_\_\_ Yamaha Clavinova electric piano
- \_\_\_\_\_ audio compact disk or cassette player through sound system
- \_\_\_\_\_ monitor speaker(s) on stage
- \_\_\_\_\_ folding chairs (50) for use onstage only
- \_\_\_\_\_ stage lighting (evening)
- \_\_\_\_\_ restrooms (lower level, north side)
- \_\_\_\_\_ music stands (up to 30) for use onstage only
- other \_\_\_\_\_

Our representative technician on site will provide and operate these items. Guests, users, performers, and all non-CFMB personnel are not allowed to freely tamper with sound PA sound settings or the property of CF Municipal Band. This includes the backstage area and lower storage areas. You are only renting our stage and restrooms, not the lower store rooms.

Smoking, drinking, food, and trash are not permitted in these areas. In short, all users are required to respect our property. This building is our performance home, owned by the CF Municipal Band, not the city of Cedar Falls. Please comply. You should notify the city parks department about use of Overman Park and food.

Remember, we allow nothing to be attached to our structure. This includes adhesive tape, paint, chalk, markers, screws, nails, etc. Ropes/cords may be used only with prior permission. The rear arched wall of the stage has two large eye-bolts 14 feet apart and one in the top center to tie up displays. Please communicate your needs and intentions beforehand. You may need to contact city hall 30+ days in advance to obtain a "noise variance."

**Band Shell Technicians:**

- \_\_\_\_\_ Brett Froyen 266-8700
- \_\_\_\_\_ Perry Wright 233-5887
- \_\_\_\_\_ Dennis Downs 266-2922 (464-6783 cell)

other \_\_\_\_\_

**Other resources:**

- CF Parks Dept. 273-8624
- CF City Hall 273-8600
- CF Recreation Dept. 273-8636
- CF Police (non-emergency) 291-2515
- CF Womans Club 266-1431
- CFM Band Hall 266-1253
- Stickfort Electric Co. 266-5438

*Thank you, and good luck!*