

THE EXCHANGE
24 East Main Street
Bloomsburg, PA 17815
570-317-2596 Exchange@ExchangeArts.org

**MEMORANDUM LEASE AGREEMENT FOR
EDUCATIONAL PURPOSES**

1. The Exchange of Bloomsburg, Pennsylvania, (hereinafter referred to as "Lessor") does hereby lease unto _____ (hereinafter referred to as "Lessee") a portion of 24 East Main Street, Bloomsburg, Pennsylvania (the "Leased Premises"), consisting of the first floor (Exchange Gallery and associated serving room and rest room), occupancy 49 persons maximum, for the purpose of _____. This agreement shall permit Lessee use of only such portion(s) of Lessor's facility as indicated above, with their appurtenant entrance and hallway.

2. This Agreement shall cover the period from _____.m. to _____.m. on the following dates:
_____ 20__ ; _____ 20__ ; _____ 20__.
If a recurring event, provide start date and frequency: _____ 20__, every _____
_____ (e.g. week, two weeks, month, etc.)

These time limits shall be strictly observed and enforced by the parties. Lessee will pay Lessor \$50.00 (fifty dollars) per hour or portion thereof, after the closing time herein specified, that Lessee's event carries over in the Leased Premises before 10 p.m. Lessee will pay Lessor \$100.00 (one hundred dollars) per hour or portion thereof, after the closing time herein specified, that Lessee's event carries over in the Leased Premises after 10 p.m.

3. Lessee shall not install decorations for the event without prior approval of the management of The Exchange. This shall include affixing any items to a wall, window, door, and the like without such prior approval. Lessee may use The Exchange's tables and chairs.

4. The Leased Premises shall only be used the purposes listed in Clause 1 and NO OTHER PURPOSE. In the event a different use is intended or carried out by Lessee, this will be considered material misrepresentation by Lessee of the purposes of this Agreement, and Lessor has the immediate right to terminate this Agreement. In that case, the event will not take place and be immediately terminated and the payment will be forfeited.

5. A) Lessee agrees to pay The Exchange the sum of **\$25.00/hour (twenty-five dollars per hour)** as the Lease Fee for the use of the Leased Premises as herein provided. **This amount shall be paid as deposit to secure the requested date(s), payable on the date of contract to secure the first two dates, and no less than ten days ahead of each successive date to secure that date.**

B) The Exchange agrees to provide the Leased Premises for free for Lessor's first use of the space, provided Lessor supply The Exchange with a written plan for the series of educational events as summarized in Section 1 above.

C) In the event that Lessee shall fail to pay the full amount in Section A , this Agreement shall be null and void, and the event shall not be permitted take place. In the event that Lessee has paid the full amount in Section A and should cancel any event within 3 (three) days prior to its occurrence, Lessor shall retain the lease fee as liquidated damages.

6. Lessee shall be responsible for clean-up of the premises, to Lessor's standards, no later than the time set forth in Clause 2 hereof, including but not limited to bagging and preparation for disposal of all garbage,

waste, decorations, or other material brought into the Leased Premises for the event. No items used in the event, nor persons participating in such event, shall place, occur, be used, or remain beyond the Leased Premises, including any and all entranceways and sidewalks, except by prior arrangement with the management of The Exchange. No participant(s) or guest(s) shall loiter. Lessee does, by the signing of this Agreement, GUARANTEE strict compliance this provision. Failure to do so may result in the offending parties being removed from the premises by appropriate legal authorities or items removed by Lessor at the expense of Lessee.

7. If Lessee will serve food or other items at the event, this shall first be approved by Lessor.

8. If Lessee charges admission for the event herein described, Lessee may be obligated to remit amusement tax to the Town of Bloomsburg, per Ordinance section 24-104, which reads in part: “a tax is hereby imposed, for general Town purposes, in the amount of 8/100ths [eight one hundredths] of the total admission price (including tax) charged for each and every admission ticket, fee or privilege to attend any amusement or entertainment, theatrical or operatic performance, carnival, circus, fairgrounds, fair and all forms of entertainment therein, horticulture, agricultural or mechanical exhibition and all forms of entertainment therein, show, concert, lecture, athletic or sports event, vaudeville show, side show, amusement park and all forms of entertainment therein, musical or concert and all forms of sport, recreation, diversion, pastime, shows, exhibitions or events, where any admission fee, donation, contribution or monetary charge of any character is required for admission from the general public or a limited or selected number thereof.” Lessee accepts responsibility for contacting Mary Ward, Town of Bloomsburg tax collector, at 570-441-2464, to determine Lessee’s tax liability under the Ordinance.

9. In consideration of Lessee’s use of Lessor’s premises, Lessee does remise, release, discharge and agree to indemnify The Exchange of Bloomsburg, Pennsylvania, of and from any and all suits, actions, causes of action, demands, and damages, whether person or property, or liability for any matter, cause, or thing whatsoever pertaining to the use aforementioned in the facilities of The Exchange of Bloomsburg, Pennsylvania, whether during the course of activity or going to and from the same, as well as any damage which may be caused therefore. **It is further understood and agreed that The Exchange is only providing use of their facilities and that Lessee is solely, absolutely, and completely responsible for compliance with any and all laws relating to the conduct of activities upon the premises, going to or from same and including but not limited to compliance with any and all sales tax and liquor laws of the Commonwealth of Pennsylvania, for which The Exchange assumes no liability or responsibility whatsoever.**

10. ALL EDUCATIONAL USERS OF THE EXCHANGE PROVIDING CLASSES FOR CHILDREN UNDER 18 YEARS OF AGE MUST PROVIDE TO THE EXCHANGE AT THE SIGNING OF THIS CONTRACT COPIES OF THEIR STATE-MANDATED CLEARANCES: A) Report of criminal history from the Pennsylvania State Police (PSP); and B) Child Abuse History Clearance from the Department of Human Services (Child Abuse). Additionally, a fingerprint-based federal criminal history (FBI) submitted through the Pennsylvania State Police or its authorized agent is required if Lessor has lived outside the Commonwealth of Pennsylvania in the last 10 years.

11. In no case shall any items belonging to Lessor be removed from Lessor’s premises at any time for any purpose whatsoever.

12. This Agreement contains the whole agreement between the parties and there are no other terms, obligations, covenants, representations, statements, conditions, oral or otherwise, of any kind whatsoever concerning this agreement. Any changes or additions to this Agreement must be in writing and executed by both parties hereto.

13. During the event(s) specified above, BYOB alcohol will will not be allowed.

Initials of Lessee _____

All Lessees and participants shall comply with Ordinance No. 855 of the Town of Bloomsburg, which provides in part:

“Any person violating this Ordinance shall, upon conviction in a summary proceeding, be sentenced to pay a fine not to exceed \$600.00, along with costs of prosecution, or to be imprisoned for not more than (10) days, or both. [Lessee shall:]

1. Prohibit the consumption of alcoholic beverages after 12:00 midnight.
2. Prohibit any lewd, immoral, or improper entertainment to take place on or outside of the premises.
3. Provide supervision by one person, for each twenty-five [in attendance], who is over the age of twenty-five and who is not consuming alcoholic beverages.
4. Prohibit persons from leaving the premises with open containers in violation of the Open Container Law of the Town of Bloomsburg.
5. Prohibit anyone under the age of 21 years from consuming any alcohol whatsoever.
6. Prohibit the consumption of alcohol by any person who is visibly intoxicated.
7. Prohibit disorderly conduct by persons within the establishment and on the public sidewalks outside of the establishment.”

Initials of Lessee _____

VIOLATION OF ANY PORTION OF THIS SECTION OF THIS AGREEMENT MAY BE CAUSE FOR THE IMMEDIATE CESSATION AND CANCELLATION OF THE CONTRACTED EVENT, AND IT SHALL CAUSE LESSEE TO FORFEIT THE ENTIRETY OF THE LEASE FEE.

14. This Agreement shall be binding on the respective heirs, executors, administrators, and successors of the parties hereto and is to be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

I do hereby acknowledge that I have read this agreement and agree to abide by its terms.

Name (printed)

Name (signature)

Address

Date

Phone(s)

E-mail address

Accepted by:

Authorized Officer of The Exchange

Date