

by check or money order made payable to the Community Radio Project. Full payment of rental fee must be made 10 days prior to event.

d. CLEANING AND DAMAGE DEPOSIT: A refundable cleaning (\$80) and damage deposit (\$100) is also required at the time of the rental fee deposit. This deposit will cover cleaning costs and damage repair costs incurred by the ST on behalf of the renter . If costs exceed the amount of the deposits, any balance will be the responsibility of the renter and must be paid in full. (Renter is allowed to negotiate cleaning the venue to the satisfaction of the Theatre Manager and receiving a refund on the cleaning deposit.)

e. CANCELLATION BY RENTER: Should the Renter cancel the event covered in this contract, no deposit refund shall be made, and Renter also agrees to pay any reimbursable expenses incurred by the CRP in connection with the event covered by this contract, including but not limited to: advertising, and labor.

2) RETURN OF CONTRACT: Dates requested by the Renter must be at least 30 calendar days prior to the event date and are not considered firm until the Theatre Manager approves the event and the Renter returns the signed contract accompanied by the deposit. Contract and deposit must be returned by (date). Tickets will go on sale only after receipt of the Rental Agreement and deposit.

3) INSURANCE: RENTER SHALL PROVIDE LIABILITY INSURANCE OF \$1,000,000 FOR ITSELF, ALL OF ITS PARTICIPANTS AND THE COMMUNITY RADIO PROJECT SHALL ALSO BE NAMED AS ADDITIONALLY INSURED. The Renter shall provide the CRP with a certificate of insurance no less than 30 days before the scheduled rental. The CRP must be given notice of cancellation/modification of the insurance. NOTE: Events without proof of insurance will be cancelled.

DEFAULT: Should the Renter default in the performance of any of the terms and conditions of this contract, the Manager at his/her option, may terminate the same. Any rental deposit made by the Renter to CRP shall be retained and considered as liquidated damages.

BILLING: Community Radio Project will provide the Renter with a final settlement statement within thirty (30) days following the event. The Renter shall provide CRP notice of any claimed error within five (5) days after that. In the absence of such notice, the final settlement statement shall be deemed to be a true and correct statement of the parties' accounts.

Community Radio Project or the Renter, as the case may be, will make final payment of undisputed amounts within thirty (30) days upon receipt of the invoice. Any disputed amounts will be paid within three (3) business days of the resolution of the dispute.

FORCE MAJEURE: If the venue or any part is destroyed or damaged by fire, the elements, mob, riot, or for any reason is rendered unfit for occupancy either prior to or during the event, or if the ST is unable to give the Renter possession of the venue during the event because of national or local emergency, calamity, epidemic, strike or war, this Agreement shall be suspended for the period during which the venue cannot be delivered to the Renter or, in the Sunflower Theatre's sole discretion, ST may terminate this Agreement and return to the Renter any advanced or unaccrued payments, less Reimbursable Expenses, without any further liability or obligation by the Community Radio Project.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties. No representations, warranties, conditions or agreements shall be binding on the parties unless incorporated in this Agreement or any attached exhibits. This Agreement may not be amended except in writing signed by the parties.

By signing the rental agreement, you indicate that you understand and agree with the following terms, and the specific services, listed in the attached Usage Agreement.

SPECIAL PROVISIONS: The attached Special Provisions, IF ANY, are hereby incorporated into this contract.

AGREED

Approved by:

Date

RENTER

Signature

Print Name and Title

