

## Nafasi Event Space Community Lease

Venue Title: Nafasi on Centre, 2145 Centre Avenue 15219
Event Tile:
Event Date & Time
Set- Up Time:
Breakdown Time:
Total Payment Due:
Deposit Amount Due: \$100 (Due upon the execution of lease agreement)
Final Payment Due:

#### License Agreement

This Contractual Agreement, ("Agreement"), between Hill Community Development Corporation, a Pennsylvania nonprofit corporation, (Hill CDC, Licensor) and

(Licensee) for use of community event space, Nafasi on Centre, located at 2145 Centre Avenue Pittsburgh, PA 15219 (Event Space).

- 1. Licensor hereby agrees to grant Licensee permission for use of the First Floor Level of Event Space, which includes Gallery/Community Space, Two Restrooms, and a Conference Room. Licensee agrees to use of Event Space in accordance with terms and conditions hereinafter set forth.
- Licensee will have access to the Event Space at the start of Set Up Time outlined above during only the outlined time(s) below. Breakdown time shall immediately follow the conclusion of event at the time outlined above. Fee is \$700 per day (8 Hours) or \$350 for half of a day (4 Hours). A flat deposit of \$100 is due immediately upon execution of this lease agreement. The deposit is non-refundable and shall be

payment due. The remaining balance is due 3 days prior to the scheduled event as mentioned in this lease agreement. Payments can be made by;

- ACH: Please complete the attached ACH Form
- PayPal: @HillCDC
- Check: All checks can be mailed to The Hill Community Development Corporation, 2015 Centre Avenue Pittsburgh PA 15219. All checks must be received at least 7 days prior to scheduled Event Date.
- 3. Non-Exclusive rental: Licensor reserves the right to use or rent the Event Space or any part thereof to others during the term of the Agreement provided such rental does not interfere with Licensee's use.
- 4. General Liability Insurance:
  - a. Licensee shall provide Licensor with Proof of Insurance for Commercial General Liability in the Minimum General Aggregate of \$1,000,000 naming Licensor as additional insured. An original Certificate of Insurance shall be submitted to the Licensor no later than fourteen (14) days prior to beginning of Licensee's rental period stated above. In the event that Licensee fails to provide the Certificate of Insurance, Licensee will be considered to have chosen the use of Licensor's Tenant Liability Policy as described in the following paragraph. Licensee will therefore render to the Licensor payment for the use of the Licensor's Tenant Liability coverage according to published rates prior to the beginning of Licensee's Term of Engagement. Licensee understands and agrees that unless and until the required payment for Tenant Liability Insurance is received by the Licensor, this License Agreement remains invalid and the Licensor has no obligation to allow Licensee to access or use the Premises.
  - b. Should Licensee not carry its own policy for Commercial General Liability Insurance, and should Licensor, at the time of the execution of this License Agreement, have Tenant Liability Insurance in place through Licensor's own insurance provider, and should Licensee pay to Licensor in full the applicable pro-rata fees for said Tenant Liability Insurance covering the period of the Term of Engagement, Licensee's acceptance of the use of said policy, and the purchase thereof, shall be deemed by the Licensor to satisfy the Liability Insurance requirement of this License Agreement as set forth above.
- 5. Indemnification: Licensee agrees to indemnify, defend and hold harmless Licensor and City of Pittsburgh from and against any claim, damage, liability, injury, expense, or loss including, but not limited to, reasonable attorneys' fees and costs, by reason of any suit, claim, demand, judgment, or cause of action initiated by any person arising out of or in connection with this Agreement. Licensee specifically agrees to assume the risk of the above-stated losses, and this provision is specifically desired by the parties and has been bargained for. Licensor shall retain the right to be represented by counsel of its own choosing at Licensee's reasonable expense as set forth above.
- 6. Property of Licensee: Licensor assumes no responsibility for any property of Licensee

brought in or about the Premises for use or storage before, during or after the rental period outlined above and Licensor is hereby releases from all liability for any loss or damage to property of Licensee. Licensee shall insure any such property brought onto the Event Space as Licensee sees fit. Licensee shall completely remove all property and/or equipment from Event Space directly following rental period outlined above.

- 7. Use of Space: Licensee shall use and occupy the Event Space in a proper and safe manner in compliance with all stated regulations establishes in rental agreement. Upon execution of this rental agreement, Licensee agrees to the following:
  - a. Licensee shall not permit more than Forty-Three (43) persons to occupy the event space at any given time
  - b. Event Space does not permit the use of fire or any incendiary devices in or near the Event Space.
  - c. Licensee shall not hold possession of any firearms in Event Space. Event space is a smoke-free and drug free facility.
  - d. Licensee shall not hold possession of any alcohol in the Event Space. Any vendors that Licensee may contract must be approved by Licensor.
- 8. Alcohol Policy: All alcoholic beverages served at Venue must be consumed onpremises; no alcoholic beverages or containers are allowed to be taken outside. Licensees may not sell alcohol as part of this Lease Agreement. Licensees wishing to sell alcohol must apply for the Special Occasion Permit through the Pennsylvania Liquor Control Board and must provide proof of permitting at least (3) days prior to Event Date.
- 9. COVID-19 Restrictions: In accordance with PA state law all persons who wish to enter the Event Space are required to wear a face mask/covering. No one will be permitted in the event space without proper face protection, unless physically or medically directed otherwise, to which proper accommodations will be made. The Event Space follows a strict cleaning and sanitizing schedule in accordance with PA state law.
  - a. COVID-19 related restrictions will affect the capacity limit outlines above. In accordance with PA state law, capacity limits for the event space must abide by regulations set forth at the current time for use of the Event Space.

#### Authorization:

Signature

Name and Title

Date

Your front door to the Hill District. hilldistrict.org

### DIRECT DEBIT PAYMENT AUTHORIZATION FORM

Company Name	Company Tax ID #	
I authorize COMPANY, to initiate debit entries to r account (select one) indicated below at t named below, hereinafter called DEPOS initiate adjustments for any transactions	ny () <b>Checking</b> he depository finan ITORY. Also, if 1	( ) <b>Savings</b> icial institution
Depository Bank Name	Branch	
City		
Routing/Transit Number		
This authorization will remain in full for has received written notification from m and in such manner as to afford COMPA reasonable opportunity to act on it.	e of its termination	in such time
Customer Name	SSN	
NamePLEASE PRINT Customer Signature		
OPTIONAL: Depository Bank Verification:	REPRESENTATIVE	Date:
NOTE:IN THE CASE OF REVOKED AUTHORIZA <u>MUST</u> BE REVOKED ONLY BY NOTIFYING THE NO LATER THAN 15 DAYS BEFORE THE NEXT T	<b>ORIGINATOR</b> (COM	MPANY) IN WRITING

# A VOIDED CHECK MUST BE ATTACHED TO THIS FORM. STAPLE VOIDED CHECK BELOW.