

PADUA HILLS THEATRE
Last updated:
March 14, 2024
COMMUNITY EVENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the ___ day of ____ 2024, by and between PADUA HILLS THEATER LLC, hereafter referred to herein as "PADUA" and Claremont Community Foundation hereafter referred to as "EVENT SPONSOR".

GENERAL EVENT INFORMATION:

It is the responsibility of EVENT SPONSOR to forward this contract to all persons coordinating said event and to all vendors that EVENT SPONSOR is contracting with to provide services for said Event.

Community Event Defined: A Community Event shall be no more than an eight (8) hour period. Set-up and breakdown must be done within the eight (8) hour period. Additional time beyond the eight (8) hour period will be charged at prevailing hourly rates.

Event Times: The EVENT SPONSOR shall comply with all event times as listed under the contract. Unless otherwise stated in the Event Contract, the following are the Event Time restrictions:

- The ending time of any live entertainment or dancing is thirty (30) minutes or more prior to the end of your event and the venue must be vacated by the end of the contracted time.
- The ending time of alcohol service is always thirty (30) minutes or more prior to the end of the event.
- Alcohol service must end at 10:00 p.m. Sunday through Thursday and 1:00 a.m. on Friday and Saturday.

The Community Use provides for the use of the main theater, lobby, dining room, and exterior plazas/patios. The Community Use does not provide for access to the kitchen, offices, Sewing Room (Bridal Room), Artist Cottage, or Caretaker's Suite. The Sewing Room may be available for rent for an additional fee.

In consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EVENT SPONSOR and PADUA hereby agree as follows:

PADUA agrees to provide for the use of those certain portions of the private banquet facility located at 4467 Padua Avenue, Claremont, CA 91711, commonly known as "Padua Hills Theatre" (hereafter referred to as the "Facility"), subject to the terms, covenants and conditions set forth hereinafter, for the event specifically listed below with the following details:

Date:
Description:
Event Type:
Start Time:
Set-up:
Entertainment Start/End:
Alcohol Service (must end thirty (30) minutes prior to end of event).
(must complete separate catering agreement with PADUA Catering or provide evidence of non-profit even ABC permit)
Event End Time:
Clean-Up Completed:
Estimated Attendance:
Location of Events: Exterior Plaza, Exterior Deck, Dining Room/Lobby, Main Auditorium, Stage

COMMUNITY EVENT LIAISON:

Padua has appointed a "Community Event Liaison" who shall be an employee of PADUA. The Community Event Liaison will attend all on-site preparation meetings and shall coordinate the execution of the Community Event Agreement with each individual Community Event responsible party. Only the Community Event Liaison is authorized to coordinate the Event with the EVENT SPONSOR and only the Community Event Liaison is authorized to make any amendments to the Community Event Agreement after communicating and discussing any changes with the City Liaison.

FEES:

EVENT SPONSOR agrees to pay the following fees and expenses to PADUA on the due dates listed below. Fees shall be paid in check or cashier's check form only. All fees below are due and payable no later than ten (10) business days prior to the Event, unless otherwise stated for a particular fee.

Facility Rental Fee:	\$0 dollars.
Each Additional Parking Attendant Fee:	\$25 dollars per hour for 6 hours estimated (\$150 estimated)
Set Up Fee:	N/A
Custodial Fee:	\$20/hour per person if utilized
Trash/Clean-Up Fee:	\$100 cleaning deposit due at the time of event production walk through
Other Fees:	Contingent on additional requests by the EVENT SPONSOR

Failure to pay fees within the stated deadlines is considered a violation of this Agreement and PADUA reserves the right to immediately cancel said Event and any and all fees or deposits paid by the EVENT SPONSOR shall be forfeited. Any fees charged to EVENT SPONSOR that

have not been collected in advance of the Event, shall be paid by EVENT SPONSOR upon completion of the Event or within five (5) business days of presentation of an invoice. If any fees are not paid by EVENT SPONSOR within that time, then PADUA shall deduct all fees from the security deposit.

All taxes, fees, licenses, or payments to any governmental agency shall be the responsibility of the EVENT SPONSOR, except for those normal and industry standard licenses and permits required for PADUA to operate the Facility and for those tax or fees expressly due by PADUA or PADUA Catering due to its direct sales or operations. Any licensing fees for music, film, or other intellectual property shall be the responsibility of the EVENT SPONSOR.

SECURITY DEPOSIT:

A \$1,000.00 security/damage deposit from the EVENT SPONSOR is due and payable no later than five (5) business days prior to the Event for all Community Events. If no damage occurs, the deposit shall be returned within five (5) business days to the EVENT SPONSOR. ~~*If the EVENT SPONSOR is a Claremont Non-Profit organization, then payment of said deposit by EVENT SPONSOR is not required, as the City of Claremont has paid to PADUA the amount of \$1,000 to cover the security deposit on behalf of each Claremont Community Event at Padua Hills Theatre.*~~ It is agreed by the EVENT SPONSOR that any additional charges incurred during the function, including charges for damages or losses caused to the facility by EVENT SPONSOR or its guests or vendors (regardless of the source of damage) will be deducted from this deposit and PADUA and/or City of Claremont has the full right and authority to collect said amounts from the EVENT SPONSOR, which shall become due and payable within 5 (five) business days.

EXTRA TIME:

All fees are based on the duration of the Event listed above, which shall not exceed eight (8) hours inclusive of set up and break down. Any Event time over the duration listed above will be billed at \$250 dollars per hour, and shall be due and payable by EVENT SPONSOR no later than one (1) hour following the end of the Event. The hours of Entertainment and Alcohol service shall only be extended with the express authorization of PADUA in PADUA'S sole and absolute discretion.

Community groups will be provided with reasonable access during normal business hours at no charge prior to the event for rehearsal, subject to the availability of the venue and the on-site manager and the approval by the Community Event Liaison. The request should be made in writing to the Community Event Liaison (email is preferred) at least seventy two (72) hours in advance.

FACILITY:

PADUA shall fully and faithfully provide the Facility in a clean and useable condition as reasonably necessary for the Event. EVENT SPONSOR is leasing the Facility in an as-is condition and by execution of this Agreement, EVENT SPONSOR shall be deemed to have

accepted the Facility as being in acceptable order, condition, and repair. EVENT SPONSOR should submit a list of discrepancies to PADUA seventy two (72) hours prior to the commencement of the event if any such discrepancy exists. EVENT SPONSOR agrees that it will use the premises only for the purposes set forth herein and that it will comply at its own expense with all statutes, rules, and regulations applicable to the premises as may from time to time be promulgated and timely communicated with reasonable notice to EVENT SPONSOR by PADUA or its designated representatives. EVENT SPONSOR acknowledges and accepts that some facilities of the Theatre, such as restrooms or common areas, may be shared facilities with other users or operators. EVENT SPONSOR further acknowledges and accepts that other locations within the Facility that are not subject to this Agreement, may be utilized by third parties, including but not limited to the Sewing Room, Artist Cottage, Caretaker Room, and Offices.

EQUIPMENT PROVIDED:

Upon request from the EVENT SPONSOR, the following equipment shall be made available to EVENT SPONSOR for use for the Event, at no charge: outdoor fire place, outdoor lighting, and podium with built-in PA system. Any damage to said equipment will be the responsibility of the EVENT SPONSOR. PADUA agrees to provide said equipment in working condition, but PADUA shall assume no liability if any equipment malfunctions or fails before or during the Event and PADUA will not be responsible for replacing said equipment or providing temporary replacement if said equipment malfunctions or ceases to work within seventy two (72) hours of said event. Any modifications to outdoor event lighting requested by the EVENT SPONSOR shall be invoiced by PADUA Caterer and paid by EVENT SPONSOR.

The following furnishings shall be made available to EVENT SPONSOR for use for the Event, at no charge, upon advance written request from the EVENT SPONSOR: **20 round tables and 200 white wooden chairs, 3 six-foot tables and 4 eight-foot tables.** The setup and take down fee for said furnishings only shall be \$15 per staff person per hour not to exceed \$400 dollars. The set-up and take down fee for these furnishings shall be waived only according to the Community Event Policies as established with the City of Claremont a copy of which is available from the City of Claremont. The waived fees, if any, for set up and take down only applies to the furnishings that are on-site and owned by Padua Caterer. There shall be no linen rental or setup or any cleaning included or paid for by the LLC or the Padua Caterer. All linens shall be removed by the EVENT SPONSOR immediately following the end of the event so that furnishings may be returned to storage. The EVENT SPONSOR may utilize the furnishings in place in the lobby and dining room. If EVENT SPONSOR wishes to move the lobby furniture they must arrange this directly with PADUA. Any damage to said equipment will be the responsibility of the EVENT SPONSOR.

AMPLIFIED SOUND:

Podium and P/A: A podium with microphone and PA system will be provided upon request at no charge to EVENT SPONSOR. Any damage to said system will be the responsibility of the EVENT SPONSOR. There shall be no Sound Engineer provided with said system. Basic

instructions will be provided to the EVENT SPONSOR by the Event Coordinator on the use of the system, but no technical audio advice will be provided.

OUTDOOR LIGHTING:

There shall be no charge to turn on outdoor event lighting that is in place and operational at the time of the Event (please note that basic provisions for outdoor event lighting may change seasonally). Any modifications to outdoor event lighting requested by the EVENT SPONSOR shall be invoiced by PADUA and paid by EVENT SPONSOR.

FIREPLACES:

There shall be no charge for turning on the outdoor gas fire place. There will be a charge for utilizing the indoor wood burning fireplaces according to the fee structure of PADUA. PADUA will turn on the outdoor fireplace only when requested by EVENT SPONSOR and only when patrons are utilizing the exterior patio in front of the fireplace. PADUA reserves the right to turn off the outdoor fire place during the Event if Patrons are mistreating the fireplace or acting in any way to the detriment of their safety or the safety of the venue.

EQUIPMENT NOT AVAILABLE:

The following equipment is NOT located on site OR is NOT available for an EVENT SPONSOR to utilize or rent from PADUA.

- Piano or any other musical instruments.
- Projector
- Projection Screens
- Flags or Flag Stands
- Easels or Tripods.

EVENT LAYOUT:

The Community EVENT SPONSOR shall provide a map that precisely locates all tables and chairs, and PADUA will place tables and chairs according to said map. The final arrangement must be confirmed with PADUA no less than five (5) working days prior to the event date. Any changes to the set up configuration after the tables and chairs are situated according to the map provided will be the sole responsibility of the Community EVENT SPONSOR.

AGREEMENT COMPLIANCE:

EVENT SPONSOR shall agree to comply, and shall agree to cause its employees, agents, and contractors to comply with this Agreement and as may be amended from time to time with notice to EVENT SPONSOR. The violation of any of this Agreement may result in damages being charged to EVENT SPONSOR or may result in the immediate closing of the Event and EVENT SPONSOR shall have no cause for claim against PADUA for damages caused by said closure. PADUA furthermore reserves the right to change or correct, or cause the changing or

correction, of any condition that violates the Community Event Agreement and that occurs during Set-Up, during the Event, or during Clean-Up. PADUA shall not be liable for any damages or claims due to any change or corrections pursuant to this Section.

EVENT SPONSOR agrees to comply with all governmental laws and regulations, including all terms, conditions, restrictions, and covenants placed on the Facility by the various permits, licenses, and entitlements necessary to operate the facility, including but not limited to, the Conditional Use Permit and ABC Type 47 Liquor License or other ABC License under which alcohol is provided at the event.

EVENT SPONSOR represents that the event is hosted by EVENT SPONSOR and no other responsible party unless said party is specifically a party to this Agreement. In the event that EVENT SPONSOR misrepresents the purpose or function of the Event, PADUA has the unilateral right to cancel / terminate the Event and EVENT SPONSOR would be the liable party for cancellation fees, payable to the City of Claremont immediately upon cancellation, as stated hereafter. No fees are required if cancelled in writing six months prior to event, \$500 must be paid if cancelled sixty (60) days prior to the event, and \$1,000 must be paid if cancelled thirty (30) days or less prior to the event. In the event the date is able to be reassigned to another group meeting the community use guidelines, no fees shall be assessed. In addition to the cancellation fees, any non-reimbursed and out-of-pocket expenses of the PADUA Caterer shall be paid by EVENT SPONSOR. This Agreement may only be amended in writing by the parties that signed the original Agreement.

EVENT CONFIRMATION:

EVENT SPONSOR agrees to confirm event six (6) months prior to event and schedule a mandatory event production walk through with PADUA to take place no less than three (3) months prior to the event. EVENT SPONSOR agrees to complete event production walk through with the vendors hired for the event present at the time of the walk through. EVENT SPONSOR will contact PADUA for room layouts to be completed no less than five (5) business days prior to the scheduled event.

CANCELLATIONS:

PADUA reserves the right to cancel this contract without penalty or charge (and returning to EVENT SPONSOR all paid fees and deposits), at any time based on Acts of God/Nature or other catastrophic events such as but not limited to: fire, earthquake, and flood or power failure. In the event that EVENT SPONSOR cancels the event for whatever reason, EVENT SPONSOR shall pay to PADUA all sums for the use of the premises as defined in Section 2 of this Agreement that are not-recoverable.

EVENT ENTERTAINMENT:

Entertainment is subject to strict regulations and restrictions, including location of entertainment, hours of operation and sound levels. Therefore, ALL entertainment must be approved in

advance of the EVENT and the entertainment schedule, location, and programming must adhere to the approved Entertainment plan.

All Entertainment shall be contracted directly by EVENT SPONSOR to the Entertainment provider. PADUA is not responsible for any provision of entertainment or any licenses, fees, or insurances of Entertainment providers.

Entertainment provided shall not be audible beyond 75 feet from the exterior of the licensed premises. Entertainment on all patios shall be permitted only between the hours of 9:00 a.m. and 9:00 p.m. Sunday through Wednesday and only between the hours of 9:00 a.m. to 10:00 p.m. Thursday, Friday, Saturday, and New Years and the eve of the New Year, 4th of July and the eve of 4th of July.

Hospitality (e.g. food, beverage, towels or other supplies) for entertainment providers is the responsibility of the EVENT SPONSOR. It is recommended the EVENT SPONSOR include hospitality for entertainers in their catering plan.

All entertainers, including but not limited to disc jockeys & live bands, MUST have a \$1 million dollar liability insurance policy to cover them the day of the event. Proof of liability is MANDATORY and must be given to PADUA two (2) weeks prior to the scheduled event. If the EVENT SPONSOR fails to provide PADUA with this requested information, the Entertainment Company will not be permitted on the premises of the Padua Hills Theatre.

NOISE:

Padua has residential neighbors adjacent to the venue and close to the buildings and the parking lots. For this reason, there may be any reasonable noise restriction or condition on the operation of any Event in order to be considerate to the neighbors and avoid noise complaints, including, but not limited to the following restrictions placed on PADUA by licensing public agencies:

Except for ingress and egress, the doors of the licensed premises shall be closed after 10:00 p.m.

EVENT SPONSOR shall inform all patrons to be considerate of the residential neighbors and that there shall be no loud noise or loitering in the parking lots.

Entertainment provided shall not be audible beyond 75 feet from the exterior of the licensed premises.

Entertainment on all patios shall be permitted only between the hours of 9:00 a.m. and 9:00 p.m. Sunday through Wednesday and only between the hours of 9:00 a.m. to 10:00 p.m. Thursday, Friday, Saturday, and New Year's Eve/Day, the 4th of July, and the eve of 4th of July.

DAMAGES:

EVENT SPONSOR agrees to be responsible for any damage done to the Facility or any other part of the site by the EVENTS SPONSOR, his/her guests, invitees, employees, independent contractors, or other agents under the EVENT SPONSOR's control. EVENT SPONSOR also agrees to restore the premises to the condition in which they were delivered less reasonable wear and tear. EVENT SPONSOR shall remove all of EVENT SPONSOR sets, props, décor, and/or other material and equipment from the premises immediately upon completion of the Event and shall complete said removal by the Clean-Up ending time listed above. PADUA will not assume or accept responsibility for conditions beyond the control of PADUA or damage to or loss of any merchandise or articles left in the room prior to, during, or following the EVENT SPONSOR's function. A \$100 Cleaning Deposit is due no less than five (5) business days prior to the event date by the EVENT SPONSOR to PADUA. PADUA agrees to refund this deposit no less than five (5) business days following the event date.

JANITORIAL AND CLEAN-UP:

Basic janitorial is included and means broom sweeping, vacuuming and cleaning up only. It does NOT include the removal and disposal of any decorations or production items. It does not include cleaning up food and beverage concessions. The EVENT SPONSOR is required to bring their own trash receptacles and liners to the event.

All trash receptacles and liners, decorations, or other debris must be removed from the venue and placed in the dumpsters onsite at the venue immediately following the completion of the event, generally no more than two (2) hours following the event. PADUA is NOT responsible for the loss or damage of ANY items left on the premises. Any items left on premises after (2) hours will be deemed "refuse".

Trash containing aluminum cans and/or glass bottles shall not be emptied into outside recycling containers after 10 p.m. each day of the week due to the venue's proximity to neighboring houses.

DECORATIONS:

The installation of any decoration on or in the Venue shall at all times comply with the following rules and regulations, and shall at all times comply with any applicable fire ordinances:

- Nothing shall be attached to the walls floors, or ceiling i.e. taping, nailing, stapling. Pushpins and masking tape are NOT permitted.
- No glitter, confetti, rice or bird seed to be used inside or out.
- Candles must be enclosed. The use of candles outside is prohibited unless discussed with the management.

PROHIBITED ITEMS:

Any prohibited items discovered on or in the adjacent parking lots or properties of the venue by the EVENT SPONSOR or its guests or vendors will be immediately confiscated and the guest or

vendor may be asked to leave. Repeated or egregious violations may result in the early termination of the Event. The following items are strictly prohibited at the Venue:

- Bubbles, fake and real rose petals, and rice (bubbles and real rose petals are allowed to be used in the outdoor courtyard area only)
- Helium balloons inside the main theater auditorium
- Aerosol Cans
- Confetti, glitter, rice or bird seed
- Animals/Pets (except service animals)
- Beach Balls or Related Items
- Fireworks
- Illegal Drugs
- Large Pens and Pointers
- Noisemaking Devices (i.e. whistles, air horns)
- Outside Food, Beverages, Bottled Water, etc.
- Poles, Sticks to display Flags, Banners, etc.
- Skateboards, Rollerblades, Bikes, etc.
- Unapproved pamphlets, Fliers, Handbills, etc.
- Weapons of any kind (i.e. pepper spray, tear gas, handcuffs, stun guns, chains, etc.)
- No signs or banners allowed without permission
- Duct tape, nails or thumb tacks allowed in the building or exterior walls
- Water toys such as water guns, foams, etc.
- Any other item deemed inappropriate or dangerous by the Venue in its sole discretion

OCCUPANCY LIMIT:

EVENT SPONSOR agrees that at no time can the EVENT exceed the NUMBER OF PERSONS occupancy limit which is posted for the Facility and individual locations within the Facility (main theater auditorium occupancy is 250). EVENT SPONSOR is responsible for any fines or restitution imposed by the Fire Marshall for exceeding this limit during the Event.

SECURITY AND SAFETY:

PADUA does not assume responsibility for the provision of security personnel at or around the Facility. It is the responsibility of the EVENT SPONSOR to provide for security, if so desired. In the event of an emergency that requires fire, police or emergency medical personnel, EVENT SPONSOR agrees to call 911 immediately. The ushers and parking lot attendants that may or may not be present during the Event are NOT trained or licensed security personnel and are not trained or qualified to administer emergency services. It is the sole responsibility of EVENT SPONSOR to provide for on-site or on-call emergency services, such as EMT, if so desired. EVENT SPONSOR is responsible for ensuring the fire and life safety of its patrons and agents and for ensuring accessibility for disabled patrons. EVENT SPONSOR shall not permit the blocking of any exits or exit pathways. PADUA reserves the right to immediately, and without notice, amend and alter the set-up

configuration or placement of any item that, in the sole opinion of PADUA, may constitute a hazard.

Guest Precautions: Children must be supervised by an adult at all times while on the property of the Padua Hills Theatre. If children are left unsupervised, parents will be located and will be asked to leave after two warnings by the staff of PADUA. EVENT SPONSOR shall be present at all times during the Event and shall circulate throughout the Event and monitor the event area every 1/2 hour.

Smoking is prohibited inside the Building. Smoking shall occur only in designated areas. Padua may prohibit smoking in any area and at ANY TIME due to weather conditions or fire danger.

By entering the venue, EVENT SPONSOR and all guests, patrons, vendors, contractors, and others are subject to search and seizure. Permission to be on the property is revocable at any time. Any misconduct may result in the immediate ejection from the venue with no right of refund or reentry.

PARKING:

PADUA shall provide for one parking lot attendant as required under its licenses and regulatory approvals. Any additional parking lot attendants that are required under regulatory approvals or licenses of PADUA shall be hired by PADUA and paid by EVENT SPONSOR. All additional required or requested parking lot attendants and ushers shall be paid for by the Community EVENT SPONSOR (they would be scheduled by PADUA and EVENT SPONSOR would reimburse PADUA).

A total of 168 parking stalls are available to accommodate events at the Theatre. Any demand for additional parking will require the EVENT SPONSOR to contract with a valet parking service. Specifically, if the event will have more than 250 patrons, the EVENT SPONSOR must contract with and pay for the valet parking service that is selected by Padua Hills Theatre. Any valet service must be fully licensed and insured and must list the City of Claremont, Padua Hills Theater LLC and PADUA Catering as additional insured.

EVENT SPONSOR acknowledges and agrees that PADUA has access to limited parking facilities, which is owned by the City of Claremont and is not exclusively for use by Padua Hills Theatre patrons. ALL parking for the event must occur in the parking lots and not on neighboring streets or properties. It is the responsibility of the EVENT SPONSOR to notify PADUA if the EVENT is proposed to attract more vehicles than the number of parking lot spaces that are available (estimated at 250 patrons), and in said instance, it is the responsibility of EVENT SPONSOR to hire a valet parking or shuttle service (that shall be selected and scheduled by PADUA but paid directly by EVENT SPONSOR). EVENT SPONSOR agrees to advertise to its patrons that parking is limited and to encourage patrons to carpool. PADUA shall have no liability or responsibility for damage or loss of vehicles parked in the parking lots.

EVENT SPONSOR agrees to abide all parking policies that are listed on parking lot signage and by the following parking rules:

- ALL parking for the event must occur in the parking lots and not on neighboring streets or properties.
- The front white curb is for unloading and loading of equipment and passengers only.
- No vehicle parking in the back alley.
- All vehicles must park head in.
- No overnight parking is allowed.

BROADCASTING AND PHOTOGRAPHY:

Neither party shall have any right to broadcast the Event on radio or television while on the premises nor is recording, videotaping or filming of the Event, performance or party for COMMERCIAL PURPOSES allowed without written permission by PADUA. EVENT SPONSOR shall agree that PADUA may use photographic images of the Event in its advertising and trade purposes.

ALCOHOL SERVICE:

The service and sale of alcoholic beverages may only be provided by PADUA Catering pursuant to a separate Catering Contract, subject to their terms and conditions, which shall be at their sole discretion and which may be amended at any time before or during the Event. Alcoholic beverages shall not be consumed by anyone under 21 years of age and are only allowed within designated areas of the premises. Any violations that are incurred by or promulgated by EVENT SPONSOR, its agents, employees, or contractors of any policies of PADUA or PADUA Catering regarding alcohol, shall be grounds for IMMEDIATE SUSPENSION OR TERMINATION OF ALCOHOL SERVICE at the sole and absolute discretion of the bar supervisor of PADUA Catering or shall be grounds for the immediate modification to the Agreement (i.e. restricting access to a certain location of the Facility). In the event of the suspension or termination of alcohol service by PADUA Catering, PADUA and PADUA Catering shall have no liability for loss of revenue or other damages. EVENT SPONSOR shall assure that no conduct or activities during the Event violate any ordinance or law related to the service and sale of alcoholic beverages. EVENT SPONSOR represents that they have read and agree to comply with the conditions of sales and service of alcoholic beverages.

If alcohol is served in any form (even with utilizing a one-day non-profit permit), the Community EVENT SPONSOR must acknowledge and consent to all of the conditions of the on-sale alcohol license as listed below:

1. Sales, service, and consumption of alcoholic beverages shall be permitted only between the hours of 9:00 a.m. and 10:00 p.m. Sunday through Wednesday and 9:00 a.m. and 1:00 a.m. Thursday, Friday, Saturday and New Year's Eve/Day, the 4th of July, and the eve of 4th of July.

2. Sales and service of alcoholic beverages shall be permitted on all patio areas only between the hours of 9:00 a.m. and 9:30 p.m. Sunday through Thursday and 9:00 a.m. through 11:00 p.m., Friday, Saturday and New Year's Eve.
3. No alcoholic beverages may be consumed outside of the licensed premises (signage around the property depict the area where alcohol consumption must stop). There shall be no consumption in the parking lots.

MARKETING AND PUBLICATIONS:

EVENT SPONSOR shall agree to utilize only the authorized Padua Hills Theatre logo when utilizing a logo for the Venue. For events exceeding 200 persons, EVENT SPONSOR agrees to include on its marketing materials a statement saying "Parking is limited, carpooling is encouraged". EVENT SPONSOR agrees that when giving written or map directions, only the vehicular access to the venue via Padua Avenue shall be listed.

INDEPENDENT CONTRACTORS:

It is understood and agreed that the parties shall, for the purposes of this Agreement, be independent contractors and neither PADUA nor EVENT SPONSOR shall hold the other out as representing or acting in any manner for PADUA or EVENT SPONSOR, as applicable, except as set forth herein.

INSURANCE AND INDEMNIFICATION:

EVENT SPONSOR agrees to provide a certificate for \$1 million dollars of liability insurance to cover any injury, loss or damages caused for the duration of the Event. No later than seventy-two (72) hours prior to the Event, EVENT SPONSOR will furnish certificates thereof to PADUA naming Padua Hills Theater LLC, Padua Hills Theater Master Tenant LLC, PADUA Catering, and the City of Claremont, and their officers, directors, agents, and employees as additionally insureds. This insurance shall be primary and non-contributory as to all additional insured's. EVENT SPONSOR is responsible for its employees, volunteers, vendors, or tradespeople, including the provision of any mandated insurance coverage in the same amounts and with the same additional insured parties listed above, including but not limited to Workman's Compensation insurance which shall be held by all vendors in accordance with the law with carriers admitted to do business in the State of California.

EVENT SPONSOR shall indemnify, defend, and hold PADUA and the City of Claremont ("City") harmless from and against any and all damages, losses, claims, judgments and costs (including attorney's fees), unless caused solely by gross negligence or willful misconduct by CITY's or PADUA's officers, employees, agents or contractors, arising from (a) EVENT SPONSOR's use of the Facility and grounds, or (b) from EVENT SPONSOR's activities in the Facility or on the grounds, or (c) from anything done, permitted or suffered by EVENT SPONSOR in the Facility or on the grounds, or (d) from EVENT SPONSOR's failure to observe or perform any agreement or promise under this Agreement.

ADDITIONAL PROVISIONS:

This Agreement shall be governed and construed in accordance with the laws of the State of California and any dispute which may arise under this Agreement shall be submitted to the exclusive jurisdiction of the state or federal courts of Los Angeles County. This Agreement may only be amended by an instrument in writing signed by the parties hereto. If any term or provision of this Agreement shall be declared invalid or unenforceable the remainder of the provisions shall continue in force and effect to the fullest extent permitted by law. If PADUA brings any action to enforce any of the terms, conditions or promises in this Agreement, it shall be entitled to its reasonable attorney's fees incurred in such an action. This Agreement may be executed in counterparts, signed and agreed to by both parties, and the counterparts shall constitute a single binding instrument and facsimile copies or photocopies of signatures shall be as valid as originals. Neither party hereto may assign its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other party. All notices hereunder or with respect to this Agreement, shall be in writing and to the addresses listed below, and shall be deemed duly given or made upon delivery by certified mail, courier service, or facsimile.

IN WITNESS WHEREOF, this Agreement has been executed by EVENT SPONSOR and PADUA as of the date and year set forth above.

"PADUA"

Padua Hills Theater LLC

EVENT SPONSOR

Name:

By: Gerald Tessier

Its: Manager

By:

Its:

4467 Padua Ave

Claremont, CA 91711

Telephone: (909) 624-8628

Facsimile: (909) 625-9020

Address:

Claremont, CA 91711

Telephone:

Facsimile: