

# Society of the Church of the Holy Trinity & Ekklesia Contemporary Ballet – Stage Event Agreement

Please print clearly in blue or black ink

Date of Application: \_\_\_\_\_ Event Name/Theme: \_\_\_\_\_

## CONTACT INFORMATION

Organization Name: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Contact Person's Email Address: \_\_\_\_\_

## EVENT INFORMATION

Date(s) of Usage: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Length of Time Needed for SET UP (hours/minutes): \_\_\_\_\_

Length of Time Needed for CLEANUP (hours/minutes): \_\_\_\_\_

Expected Number of Attendees: \_\_\_\_\_ Ticket Fee Charged? \_\_\_\_\_ Cost?: \_\_\_\_\_

Access to Interior of Church Required (check one):  Yes  No

Electricity Required *\*40amps max\** (check one):  Yes  No

Contribution Amount for Stage Rental: \_\_\_\_\_ Security Deposit: \_\_\_\_\_

## STAGE RENTAL FEES

Contribution Amount for Stage Rental: \_\_\_\_\_ Security Deposit: \_\_\_\_\_

\*Use of the Trinity Stage is FREE for the Middletown based groups and artisans through a grant from the Downtown Business District while it's available.

All other rentals:

Non-Profit Organizations: \$100 per event

For- Profit Organizations: \$250 per event

Checks should be made to payable: "**Ekklesia Contemporary Ballet**" and must be mailed to or dropped off in-person at 381 Main St. Middletown, CT 06457 before the date of event.

# **Society of the Church of the Holy Trinity & Ekklesia Contemporary Ballet – Stage Event Agreement**

The undersigned organization (“Organization”) desires to sponsor an event(s), which may include accessing and utilizing the stage, grounds, and/or interior of the Church building at 381 Main Street, Middletown (collectively, the “Property”), owned by the Society of the Church of the Holy Trinity (“Holy Trinity”) as described above. The foregoing use is referred to herein as the “Event.” In consideration for being granted permission for the Event, the sufficiency of which is hereby acknowledged, the Organization **hereby releases and covenants not to sue** Holy Trinity, the Episcopal Diocese of Connecticut, Ekklesia Contemporary Ballet, Inc. (“Ekklesia”) or any of their respective officers, directors, volunteers, employees, agents, and representatives, and the heirs, successors and assigns of all of the foregoing (“Releasees”), **for any and all** liability, loss, damage, or theft of personal property, personal injury, death, or any other damage arising out of or attributable to the Event. The Organization **hereby voluntarily waives any and all claims** both present and future, that may be made by the Organization, its invitees, participants and attendees of the Event, and each of their heirs, successors or assigns, against the Releasees.

The Organization further agrees to indemnify the Releasees, and save them harmless, from any and all liability, loss, damage, cost, claim, actions, judgments, settlements, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third-party related to the Event.

The Organization acknowledges that Holy Trinity’s desire and willingness to allow the Event to occur at the Property is to further artistic, charitable, educational, religious, and community events on Main Street, Middletown, and that the Contribution amount is not sufficient to merit the assumption of any risk or liability on the part of Holy Trinity and the Releasees. Accordingly, the Organization expressly assumes all risks of the Event. The Organization agrees that its use of and access to the Property is on an “as is” basis and in an “as is” condition. **Use of alcohol, tobacco, open flame, or incense is strictly prohibited on Holy Trinity’s property.**

**Rental Policy:** Set-up must be coordinated with a representative of the Holy Trinity Arts Committee no less than one day before the event. Return of the security deposit is conditional upon the completion of the Clean-up Checklist within thirty minutes after the Event ends, and with approval of the clean-up. Set-up and Clean-up times are included in the rental fee. Maximum occupancy of the front lawn will be limited to no more than one hundred persons.

Prior to the Event, the Organization shall provide Holy Trinity a certificate of insurance naming Holy Trinity and Ekklesia as additional insureds and satisfying the insurance requirements delivered to the Organization.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without regard to its conflict of laws provisions. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Middlesex County, Connecticut and the Organization hereby consents to the exclusive jurisdiction of such courts.

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<b>CLEAN-UP CHECKLIST</b>
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This checklist has been provided for your use in proper clean-up. Failure to complete this clean-up checklist will result in forfeiture of the security deposit.

- Clear any items brought to the Property.
- The Property must be in the same condition as it was found.
- All equipment used to prepare or serve food or drink will be removed.
- All paper, beverage containers, and debris picked up in all areas of use.

A dumpster designated as Holy Trinity's is located at the parking area on the south driveway. Trash may be placed in the dumpster, if there is any room. Organization must dispose of any trash over and above what will fit in the dumpster (e.g., hauling trash to transfer station, obtaining additional dumpster at its expense).

**IN WITNESS WHEREOF, the undersigned have agreed to the provisions of this Event Agreement as of the dates set forth below.**

Date	ORGANIZATION:	<i>Print Name of Organization</i>
	BY:	<i>Signature</i>
	BY:	<i>Print Signer's Name &amp; Title</i>

Date	ORGANIZATION:	Society of the Church of the Holy Trinity
	BY:	<i>Signature</i>
	BY:	<i>Print Signer's Name &amp; Title</i>

# Society of the Church of the Holy Trinity & Ekklesia Contemporary Ballet – Stage Event Agreement

## HOLD HARMLESS AGREEMENT

We, \_\_\_\_\_, agree to protect, indemnify, save, and keep harmless, **THE CHURCH OF THE HOLY TRINITY**, The Episcopal Diocese of Connecticut and the Bishop against and from all loss, cost, damage, or expense. Including attorney's fees, arising out of or from any incident. On the other hand, other occurrence on said premises, causing injury to any person or damage to any property whom so ever and what so ever. We will protect, indemnify, and save and keep harmless the above cited entities to be protected from any and all claims arising out of our use of the above said premises.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **Society of the Church of the Holy Trinity & Ekklesia Contemporary Ballet – Stage Event Agreement**

## **INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Ekklesia Contemporary Ballet (ECB) and Church of the Holy Trinity (CHT) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with Ekklesia Contemporary Ballet (ECB) and Church of the Holy Trinity (CHT), the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into ECB and CHT for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation. **IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER ECB and CHT FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH ECB and CHT. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:**

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ECB and CHT, its directors, officers, employees, and agents (hereinafter referred to as “releasees”) from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with ECB and CHT.
  
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about ECB and CHT premises or in any way observing or using any facilities or equipment of ECB and CHT or participating in any program affiliated with ECB and CHT whether caused by the negligence of the releasees or otherwise.
  
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in, about or upon the premises of ECB and CHT and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with ECB and CHT. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

# **Society of the Church of the Holy Trinity & Ekklesia Contemporary Ballet – Stage Event Agreement**

**Media Release:** I hereby grant Ekklesia Contemporary Ballet (ECB) and Church of the Holy Trinity (CHT) the irrevocable right and permission to use photographs and/or video recordings of me on websites and in publications, promotional flyers, educational materials, derivative works, or for any other similar purpose without compensation to me. I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of the corporation.

By signing below, I do hereby release Ekklesia School of Ballet and their agents or representatives of liability for my child/myself of any injury to my child/myself in class or while on the school campus. I understand that in the event that a medical intervention is needed, every attempt will be made to contact the person(s) listed below as the emergency contact. In the event that this person cannot be contacted for the health and well-being of my child/myself, I hereby authorize the Artistic Director or Instructor of Ekklesia School of Ballet to authorize whatever medical treatment might be necessary in an emergency situation. I understand that I and my medical insurance carrier are financially responsible for any medical treatment extended to my child/myself, and that Ekklesia School of Ballet and its agents or representatives cannot be held accountable or liable for such medical treatment.

## **PARTICIPANT:**

I hereby warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if I am less than eighteen years old, that my parent or guardian has signed this release form below. This release is binding on me and my heirs, assigns and personal representatives.

EVENT: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

## **PARENT/GUARDIAN OF MINOR PARTICIPANT:**

If an individual photographed/recorded is under eighteen (18) years old, the following section must be completed: I have read and I understand this document. I understand and agree that it is binding on me, my child (named above), our heirs, assigns and personal representatives. I acknowledge that I am eighteen (18) years old or more and that I am the parent or guardian of the child named above.

EVENT: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

# Society of the Church of the Holy Trinity & Ekklesia Contemporary Ballet – Stage Event Agreement

## INSURANCE REQUIREMENTS

**Certificate of Insurance.** Prior to the Event Date, the Organization shall provide to Holy Trinity a certificate of insurance certifying that at least the minimum insurance coverages required herein are in effect, naming Holy Trinity, Episcopal Diocese of Connecticut, and Ekklesia Contemporary Ballet, Inc. as additional insureds as set forth herein.

**Commercial General Liability.** Commercial general liability insurance covering all operations by or on behalf of the Organization on an occurrence basis against claims for bodily injury (including death), personal injury, and property damage (including loss of use). Such insurance shall provide limits and coverage as follows:

- a. Limits:**
  - 1. \$1,000,000 BI/PD/PI Each Occurrence
  - 2. \$1,000,000 Products and Completed Operations Aggregate
  - 3. \$2,000,000 Annual General Aggregate
  
- b. Coverages:**
  - 1. 2013 (or later) ISO Commercial General Liability Form (Occurrence Form)
  - 2. Personal Injury
  - 3. Blanket Waiver of Subrogation
  - 4. Additional Insured Endorsement
  - 5. Primary and Non-Contributory

**Workers' Compensation:** Workers compensation and employer's liability insurance.

- a. Limits:** Workers' compensation and disability benefits required by law, including coverage and/or endorsement for:
  - 1. Statutory Unlimited
  - 2. Employer's Liability:
    - \$1,000,000 Bodily Injury for Each Accident
    - \$1,000,000 Bodily Injury by Disease for Each Employee
    - \$1,000,000 Bodily Injury Disease Aggregate
  
- b. Coverages:**
  - 1. Waiver of Subrogation in favor of Holy Trinity

**Umbrella/Excess Liability:** \$1,000,000 Each Combined Single Limit and Aggregate Limit umbrella/excess liability insurance on an occurrence basis.