

**Agenda**  
**Town of Skowhegan**  
**Opera House Committee Meeting**  
**3:00 P.M.**  
**Tuesday, March 19, 2024**  
**Municipal Building – Council Room**

**Committee Members:**

Cara Mason, Chairman

Lyn Govoni

Jeff Hewett

William Finley

Fred Liebfried

Todd Smith

**Recording Secretary:**

Vacant

Call Meeting to order.

1. Discussion regarding the proposed Lease Agreement with Lights Up Productions.
2. Other Business.

**Adjourn Meeting.**

## **LEASE AGREEMENT BETWEEN THE TOWN OF SKOWHEGAN AND LIGHTS UP PRODUCTIONS**

This Agreement made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Skowhegan, Lessor, and the Lights Up Productions, Lessee. The terms and conditions of this Lease are as follows:

### **ARTICLE 1 - LEASE TERM**

The period of this lease shall be for a period of three (3) years to be measured from the date written above. The term shall be extended by two years for each One hundred thousand (\$100,000) dollars invested by the Lessee in the infrastructure of the lease premises.

### **ARTICLE 2 - PREMISES**

A. The Premises to be rented shall be defined as the stage (including the backstage and dressing room areas), orchestra, balcony and lobby areas of the facility commonly called the Opera House as well as the ancillary areas located on the second floor of the Municipal Building and immediately adjacent to the stage and seating area. The ancillary areas referred to herein specifically include the box office on the ground floor, the office located on the second floor adjacent to the lobby, and the break room on the second floor located next to the current elevator after the room is available. When in production, the premises include the first floor hallway, council room and public bathrooms. Lessee is responsible for maintaining the cleanliness of all areas of the Premises used when in production.

B. The Lessee intends to undertake, at its own expense and with the approval of the Lessor, the construction of men's and women's dressing rooms. In addition, this renovation and expansion project will include a lighting and sound booth, new lighting rigging, and utilizing the existing newly purchased lights as well as additional lighting as acquired.

C. The entrance Municipal Building utilizing the lower lobby, the stairs to the second floor, and the existing elevator shall not be considered part of the premises. However, Lessee has the right of access to these places as necessary to conduct business.

D. In conjunction with the said Town, the Lessee shall develop and install men's and women's bathrooms, as well as a potential fire escape.

### **ARTICLE 3 - RENTAL TERMS**

A. Lessee shall pay a rental to the Lessor of one dollar (\$1) per year payable on or before December 31 of each year unless the Lessor and Lessee agree to different terms as provided for below.

B. During the first year of the Lease, in recognition of the value of the cultural benefits and contribution to the region's economy that Lessee brings to the Town and that of the greater

Skowhegan area, Lessor shall pay the cost of the utilities during the term of this Lease as part of Lessor's contribution in support of Lessee's activities.

#### **ARTICLE 4 - RESPONSIBILITIES AND DUTIES OF THE LESSEE**

A. The Lessee shall have full responsibility for the production or booking of shows, lighting, staging, maintenance, janitorial service, and any requirement for security personnel or personnel required by law or fire prevention purposes.

B. The Lessee is a not-for-profit corporation and as such has agreed as a condition of this Lease to utilize all funds resulting from revenue, net of other legitimate and accounted-for expenditures, for the operation, repair, improvement, protection and maintenance of the premises, as well as funding needed for fundraising to achieve the improvements of the premises.

C. The Lessee shall obtain the express written consent of the Town of Skowhegan before undertaking any permanent alteration of any portion of the Premises or additions or fixtures to any portion of the Premises. Any such addition or fixture that is approved becomes a part of the Premises and is owned by the Lessor. The Lessor shall not unreasonably withhold approval of said requests.

D. The Lessee has the right to operate a concession stand, and agrees to apply and hold all necessary permits required. The Lessee shall be solely responsible for the cleanliness and maintenance of the concession area.

E. The Lessee shall, at its sole cost and expense, comply with all laws and ordinances pertaining to said Premises and the use thereof. Lessee shall not be required to make major structural repairs at its expense.

F. The Lessor may utilize the Opera House for government purposes at no cost, provided that Lessor makes such a request in writing at least 30 days in advance of proposed use and no conflicting event has been scheduled. Lessee shall not unreasonably withhold approval of said request. Should the Lessor require the space for an emergency need for a date already scheduled by Lessee, said need arising within the 30 day notice period and no other suitable public space is available, the Lessee will make every effort to accommodate the combined use.

G. Lessee agrees not to book the Premises on the date of the annual Town Meeting as it is established each year.

H. Lessee agrees to minimize noise by not holding rehearsals and performances, between the hours of 8:00 a.m. and 4:30 p.m. on Monday through Friday, when the municipal offices are open, and to withhold booking the premises on Tuesdays. However, non-public use by the Lessee is allowed.

## **ARTICLE 5 - RESPONSIBILITIES AND DUTIES OF THE PARTIES**

The Lessor shall be responsible for the general care and maintenance of the exterior entrance, stairs, walkways, lower lobby, first floor restrooms, council room, interior stairs to the Opera House, and the elevator (including the outdoor elevator entrance and walkway).

When the Lessee is utilizing the premises for events then the Lessee is responsible for the care and maintenance of the exterior entrances, lower lobby, first floor restrooms, interior stairs to the Opera House the Council Room, and elevator, when in use outside of Municipal Building hours.

## **ARTICLE 6 - NO RIGHT OF ASSIGNMENT**

Lessee shall not have any right to assign or sublet the Premises or any interest herein. However, Lessee shall have the right to rent said Premises for performances. Such rental do not constitute a sublease or assignment within the meaning of this provision.

## **ARTICLE 7 - INSURANCE**

A. Lessor and Lessee shall obtain and keep in effect at all times during the term hereof, a general liability and fire insurance policy.

B. Lessee's policy must specifically provide coverage for Lessee's wrongful acts incident to the use of the Premises. Such insurance shall name Lessor as an additional insured. Lessee shall provide for a certificate of insurance as evidence of such insurance.

C. Lessor's policy must specifically provide coverage for Lessor's wrongful acts incident to the use of the premises. Such insurance shall name Lessee as an additional insured. Lessor shall provide for a certificate of insurance as evidence of such insurance.

D. Such general liability and fire insurance maintained by Lessee and Lessor each shall provide liability limits for not less than one Million (\$1,000,000) for personal injury to or death of one person in one accident, and three Million (\$3,000,000) for personal injury to or death of two or more persons in any one occurrence.

E. Lessee agrees to notify Lessor in writing as soon as is practicable of any claim, demand or action arising out of an occurrence covered hereunder of which Lessee has knowledge. Lessee agrees in any event to indemnify Lessor against any claims which may be made arising out of Lessee's use or neglect of the Leased Premises.

F. Lessor agrees to notify Lessee in writing as soon as is practicable of any claim, demand or action arising out of an occurrence covered hereunder of which Lessor has knowledge. Lessor agrees in any event to indemnify Lessee against any claims which may be made arising out of Lessor's use or neglect of the common areas adjacent to the Leased Premises.

**ARTICLE 8 - USE OF FUNDS RAISED**

To the extent that funds raised from the public or entities for specific renovations, said funds shall be only used for specific renovations. Funds gathered from the public or entities for general operations, including event proceeds, shall be retained by Lessee for its operational needs and for its share of general maintenance needs of the premises. Lessee shall apportion some general operations funds to renovations as Lessee's financial situation allows.

**ARTICLE 9 - DISCRIMINATION**

Lessee hereby covenants not to discriminate against any applicant for use of said Premises for any of the reasons that may be prohibited by federal or state law, and to require a similar covenant on the part of any party using said Premises within a notice that in a failure to comply with said covenant's, the party's use shall be terminated instantly.

**ARTICLE 10 - TERMINATION OF LEASE**

The Lessee shall be able to terminate this lease upon ninety (90) days written notice to Lessor in the event that Lessee determines the stated goals of the lease are unobtainable for any reason, including, but not limited to, lack of funding and/or lack of manpower to achieve the goals. Any funds remaining in Lessee's accounts shall be disbursed according to the requirements of the Internal Revenue Code § 501(c)(3), and according to the requirements of the Maine charitable organization laws.

The Lessor shall be able to terminate this lease upon ninety (90) days notice for good and just cause. Should Lessor terminate said lease while there are outstanding contracts for the use of the Opera House, the Lessor shall assume all obligations and proceeds thereunder.

Dated: \_\_\_\_\_, 2024

**TOWN OF SKOWHEGAN**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2024

**LIGHTS UP PRODUCTIONS**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_