

Soldiers & Sailors Memorial Hall & Museum Trust, Inc.
4141 Fifth Avenue
Pittsburgh, Pennsylvania, 15213-3547
Phone 412.621.4253/ Fax 412.683.9339
www.soldiersandsailorshall.org

Scanning this agreement into another computer and altering this agreement in any way, without the knowledge and consent of Soldiers & Sailors Memorial Hall & Museum Trust, Inc. renders it void.

The terms and conditions of this lease between the parties Soldiers & Sailors Memorial Hall & Museum Trust, Inc. (Lessor) and Lessee named below shall not be changed, altered, amended, revised, reorganized or modified, in any way, without an expressed written agreement and consent executed by the parties. Extrinsic documents or materials will not be incorporated by reference into the lease, and shall not supersede the terms and conditions of the lease without an expressed written agreement and consent executed by the parties.

This AGREEMENT made and entered into this day of , 2021 by and between SOLDIERS & SAILORS MEMORIAL HALL & MUSEUM TRUST, INC. (Hereinafter called “Soldiers & Sailors” or “Lessor”) and University of Pittsburgh (hereinafter called “Lessee”).

Name of Lessee:	University of Pittsburgh
	Formal Client Name (Department)
Address:	Attn: Mr./Ms. Contact Person, Title (if Sponsored Student Event, this is the designated Faculty Advisor)
	Mailing Address Line 1
	Mailing Address Line 2
Phone/Email:	Faculty Contact: Phone number / Email Student Coordinator: Name / Phone Number / Email

**Prepared by AGM/AT/KW*

In consideration of the mutual covenants, terms, conditions, privileges and obligations, herein set forth and intending themselves to be legally bound hereby, the Lessor and Lessee (“parties”) agree as follows:

PREMISES, PERIODS AND PURPOSES:

Lessor leases the following described premises located at 4141 Fifth Avenue, Pittsburgh, Allegheny County, PA, 15213, for the following period and purposes and no other.

TABLE 1

Event Description:	Event Title	Rental Fees
Date(s):	Event Date	
¹Time(s) of Rental:	Occupation Start Time to Occupation End Time	(\$ discount)
Facility Area:	Rental Location(s)	
²Security Guards:	\$50.00 per guard per hour if applicable.	
³Security Deposit	If specified. Delete category if not applicable.	
Museum Hours Impacted: Date/Time/Location	Applied to events impacting access to museum exhibits during normal hours of operation, 10:00a.m. to 4:00p.m. Monday through Saturday.	\$100.00 if applicable
	TOTAL RENTAL FEES	
Payment Schedule:	SIGNED CONTRACT DUE: Month, date, year	
	50% RETAINER DUE: Month, date, year	\$Deposit Amt (1/2 of rental fee only)
	REMAINING BALANCE DUE WITH INSURANCE CERTIFICATE: Month, date, year	\$Balance Amt (All other fees + 1/2 rental)

- Client may not occupy Premises prior to or following the indicated rental time in Table 1. Time changes require contract revision. Rental start time indicates time client may begin to occupy Premises, not the event start time.
- Security guards will be and incorporated into the remaining rental balance– number of guards is chosen and reserved by the Lessor.
- Generally, security deposit is refunded within 14 days of event pending property damage inspection and all covenants have been met.

RENTAL PAYMENT TERMS AND CONDITIONS:

The rent shall be forfeited and lease canceled if Lessee breaches any term, condition, requirement and/or covenant of this lease. Lessee agrees to pay total rental fees described in **TABLE 1** and agrees to the following terms and conditions:

- An immediate NON-REFUNDABLE retainer of 50% secures the event date(s) and time(s); HOWEVER, this agreement is void unless it is executed and returned with a non-refundable retainer equal to 50% of the total rental fee within thirty (30) working days of the date of the lease.
- The balance of the rental owed by Lessee shall be paid thirty (30) days prior to occupying the premises.
- Should Lessee occupy the premises beyond the allotted time, Lessee shall pay Lessor an additional five hundred Dollars (\$500.00) per hour or any portion thereof.
- If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or use the Premises, no rent refund shall be made.
- Set up and delivery times limited to normal Soldiers & Sailors operating hours; Additional \$500.00 per hour charges may apply for early, late and/or special access and set-up requests.

If events or performances provided for herein are of such a type as to come within the province of jurisdiction of the American Society of Composers, Authors and Publishers and similar licensing agencies of any and all charges, which may be incurred, shall be paid by the Lessee. This may be accomplished either by showing a receipt from the Society and similar licensing agencies that such payment has been made prior to time of occupancy hereunder or by satisfying Lessor that Lessee has in legal existence an agreement with said Society and similar licensing agencies covering such charges. In either case such satisfactory evidence must be submitted to Lessor prior to time of performance.

EQUIPMENT, PERSONNEL, FURNISHINGS AND SERVICES*.

* All other extra services, accommodations or materials furnished by Lessor at the written request of the Lessee shall be paid for by Lessee at the rates in effect at Soldiers & Sailors. Lessee shall pay to Lessor for services, accommodations or materials at time of or on demand any sum, which may be due for extra services, accommodations or material furnished by Lessor to Lessee.

1. Audio/Visual requirements:

- The audio and video provided under this contract is a permanent part of the Premises and is solely for announcements, speaking or background music. Lessor provides no additional equipment.
- Lessor will provide ordinary lighting for events described in **TABLE 1** and the use of such special lighting fixtures, appliances or audio-visual equipment as the Lessor may at time possess (extra cost may apply).
- Lessee shall provide at its own expense any lighting fixtures, appliances or audio-visual equipment required by said Lessee which are not at the time possessed by the Lessor. For additional audio-visual equipment the Lessee or client must use a vendor from Lessor's authorized vendor list.
- Any band, entertainment or other Audio/Visual service hired by the Lessee must provide their own audio visual equipment.

2. All outside vendors, concessionaires and suppliers must be approved by and contract with Soldiers & Sailors.

3. Lessee is responsible for costs of additional tables, chairs, equipment and/or other furnishings deemed necessary for the event.
4. All food and nonalcoholic beverages will be contracted through and provided by one of the catering companies from our Authorized Vendors list.
5. All food and linen services will be contracted through and provided by the Caterers' exclusive contractors.
6. Additional tables and chairs or special chairs, if needed, are available for an additional cost from vendors on our authorized vendor list.
7. The Lessor will furnish at its own expense ordinary heating or air-cooling in the premises based on the season and the judgment of the Lessor for the use of said premises for the aforesaid Purposes except where prevented from doing so because of mechanical failures or other occurrences beyond its control.
8. Unless previously arranged otherwise, all sales tables added at the time of the event will cost the Lessee \$100 each and paid for at that time. Placement of the table(s) must be arranged with the Manager on duty for safety reasons.
9. All trade shows or selling shows will be charged at rates commensurate with the cost of industry selling space charges.
10. Lessee shall engage at its own expense all necessary personnel to carry out the event described under PREMISES,

PERIODS AND PURPOSES.

Special Notes:

1. Not-for-profit organizations that receive a discount off the rental rate, must Acknowledge Soldiers & Sailors in any and all Publications – print or media (to be referred to as either: “Soldiers & Sailors” or “Soldiers & Sailors Memorial Hall and Museum.”)
2. The Parking Lot on the west side of Soldiers & Sailors is available for Employees of Soldiers & Sailors and the Caterer only and/or authorized visitors determined by the Lessee.

HOLD HARMLESS, INSURANCE, RESTORATION OF DAMAGES, CONDUCT, SAFETY, FIRE PREVENTION:
NO ELECTED OFFICIAL, DIRECTOR, AGENT OR EMPLOYEE OF LESSOR SHALL BE CHARGED PERSONALLY OR HELD CONTRACTUALLY BY OR TO LESSEE UNDER ANY TERM OR PROVISION OF THIS LEASE OR BECAUSE OF ANY BREACH HEREOF OR BECAUSE OF ITS OR THEIR EXECUTION, APPROVAL OR ATTEMPTED EXECUTION THEREOF.

- (A) Lessee contracts and agrees to use the facility as an independent contractor and to indemnify and hold harmless Soldiers & Sailors from any and all Workmen’s Compensation, personal injury, or property damage claims resulting from the acts, default or negligence of the Lessee, or Lessee’s representatives or anyone holding under Lessee.
- (B) If during the term of this lease the Premises or any portion of the Premises or any property of the Lessor shall be damaged by the acts, default or negligence of the Lessee, or Lessee’s representatives, or anyone holding under Lessee, Lessee will pay to the Lessor upon demand such sum as shall be necessary to restore said Premises to their previous condition. The Lessee hereby assumes responsibility and liability for the acts and conduct of all patrons and guests admitted to the Premises or any portion of said Premises for the purpose of viewing or attending, or participating in events presented and/or hosted by the Lessee or any person acting for or on behalf of Lessee.
- (C) Lessor shall not be responsible for any damage or injury, that may happen to the Lessee or to the Lessee’s representatives, anyone holding under Lessee, Lessee’s attendees and patrons, or his/her, their, or its property from any cause whatever prior, during or subsequent to the period covered by this lease, except to the extent of Lessor’s negligent acts or omissions; and the said Lessee hereby expressly releases said Lessor from, and agrees to indemnify and hold harmless against any and all claims for such loss, damage or injury, except to the extent of Lessor’s negligent acts or omissions. Lessor agrees to indemnify Lessee, and to hold Lessee harmless from, any claims for damages, losses, or liabilities caused by the act, error, or omissions of its agents, employees, assigns, or invitees, except to the extent of Lessee’s negligent acts or omissions.

CERTIFICATE OF INSURANCE REQUIREMENTS *LESSEE AGREES THAT IT WILL FURNISH TO THE LESSOR ANNUALLY, A CERTIFICATE OF INSURANCE NAMING AS ADDITIONAL INSURED AS FOLLOWS: “SOLDIERS & SAILORS MEMORIAL HALL & MUSEUM TRUST, INC., ITS BOARD OF DIRECTORS, ELECTED OFFICIALS, AND EMPLOYEES” AND PROVIDING ALL SUCH PROTECTION FROM AN INSURANCE COMPANY OR COMPANIES BASED ON THE FOLLOWING FURTHER REQUIREMENTS:*

(A) **Auditorium Events:** For entertainment, selling or trade shows or auditorium events, the Lessee agrees to use Soldiers & Sailors as an independent contractor and to carry (1) Workmen’s Compensation Insurance, and (2) Comprehensive General Liability Insurance with a \$1,000,000 coverage for each occurrence and \$1,000,000 aggregate coverage for personal injury and property damage.

(B) **Ballroom, Balcony, Board Room, 1st and 3rd Floor Halls, Gettysburg Room, Hall of Valor, Plaza and Patio Events:** Lessee must provide a certificate of insurance and/or a special-events endorsement naming Lessor as an additional insured. This certificate of insurance must reflect the Lessee liability insurance coverage limits are equal to or greater than \$1,000,000 per occurrence and \$1,000,000 aggregate.

CONTRACTS FOR OFF CAMPUS ACTIVITIES OF REGISTERED STUDENT ORGANIZATIONS WITH INDEPENDENT STATUS:

1. The off campus activities of Independent Student Organizations are the sole responsibility of the officers and members of the organization, unless approved in advance in writing by an authorized University official.

2. ALL contracts related to off campus events hosted by Independent Student Organizations WILL be the sole responsibility of the individuals who sign the contracts for the organization. The University will NOT play any role in the negotiation or execution of the contract, and its staff will NOT offer any advice regarding a specific contract.
3. All contracts for off campus of activities of Independent Student Organizations must state the following: The parties hereto agree and understand that the University of Pittsburgh is not a party to this contract and that the University of Pittsburgh is not responsible, under any circumstances for performing any obligations of this contract.
4. Allocated student activity fees approved by the authorizing Student Government may be used to pay for goods and services for off campus activities contracted by representatives of independent student organizations. Contracts should be processed for payment through the SORC Business Office. Contracts may not, however, state nor imply that the University of Pittsburgh is a party to the contract. Payment processing in such instances is merely a ministerial function.

USE BY LESSOR AND OTHER LESSEES:

Lessee understands and agrees that during the term of this lease other events, attractions, conventions, meetings, expositions (hereinafter referred to as "Events") may be held in other parts of Soldiers & Sailors and can be held, serviced or moved in or out during the term thereof even though they cause inconvenience to Lessee. Lessee agrees that during the term hereof it will operate its Event as a self-contained unit within the agreed to leased Premises and will not permit its agents, employees, licensees, tenants, visitors, or others using the Premises to enter upon events, attractions, conventions or expositions held in other portions of Soldiers & Sailors and that Lessor may require Lessee to employ and compensate additional uniformed guards or watchmen necessary in Lessor's judgment to effectuate this provision. Lessor, its officers, directors, servants, employees, agents, concessionaires and concessionaires' employees shall at all times have free access to the Premises upon presentation of identification.

OCCUPANCY, INTERRUPTION, DAMAGE TO PROPERTY:

- (A) Lessee acknowledges and agrees to comply with those occupancy limitations identified in **Table 1**.
- (B) In the event of destruction of the Premises or other portion of Soldiers & Sailors, or in the event of a strike or other unforeseen occurrence, either prior to or during the Period of Lessee's occupancy, so that in Lessor's opinion, which shall be conclusive, the Premises cannot be used by Lessee as herein provided, then the lease herein granted shall cease and terminate and Lessee shall pay the ratable amount of the rent herein provided to the time of such termination. Unless the lease herein granted ceases and terminates as aforesaid, there shall be no abatement of rent. Lessee hereby waives and releases Lessor from all damages, compensation, or claims for damages to any persons or property caused by such destruction, strike or other unforeseen occurrence whether or not this lease is terminated as aforesaid. Lessee further agrees that all of its property and property of others brought by it or others upon any portion of the property of Lessor shall be at the risk of Lessee and that Lessor shall not be liable to Lessee for any theft, damage, loss or injury thereto caused by or resulting from causes beyond its control.
- (C) If Lessor is unable to give possession, Lessee shall be entitled to the return of any rent paid, except for the Non-Refundable retainer, and after such return, neither party shall have any claim against the other.

RULES AND REGULATIONS:

Lessor reserves the right to eject from the Premises any person or persons, regardless of relation to Lessee, deemed by Lessor to be objectionable and upon exercise of this right by Lessor, Lessee waives any and all claims for damages against the Lessor. Lessee shall not use Premises for any purpose not consistent with the Memorial character of said building and will abide by and observe the rules of the building as adopted by the Board of Directors included but not limited to the following:

- (A) Lessee shall not permit the Premises to be used for lodging rooms or for any improper, immoral or objectionable purpose.
- (B) Lessor is not responsible for articles left in the Premises by persons involved with and/or attending any event, performance, exhibition or entertainment given or held in the Premises; items left behind will be held by Lessor for 48 hours.
- (C) Smoking is not permitted in the BUILDING AND ONLY IN DESIGNATED SMOKING AREAS.
- (D) Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters or cards of any description inside or in front of or on any part of the building unless permission given by the CEO or COO of Soldiers & Sailors.

- (E) Only one (1) event is permitted during each rental period identified in **TABLE 1**, unless otherwise noted within lease **ADDENDUM**.
- (F) Lessee agrees to follow additional rules agreed to by the Lessor and Lessee.
- (G) Lessee shall not rearrange any tables, chairs, etc. without permission of the Facility Sales Manager. Lessee will be responsible for any major changes any required additional payments for overtime or personnel provided by the Lessor.
- (H) Lessee shall follow all guidelines explained by the Facility Sales Manager, Events Manager or the Manager on Duty regarding use and placement of temporary decorations; structures; equipment; lighting, and similar materials.
- (I) Lessee shall not, and shall not allow or permit its representatives to injure, mar, damage or in any manner deface the premises and shall not drive nails, hooks, tacks, or screws into any part of the premises, or use any adhesive tape thereon, and shall not make, nor allow to be made by its representatives, any alterations of any kind therein.

SUBLETTING PROHIBITED; ENTIRE AGREEMENT; NO CHANGE OF NAME; DEFAULT; SURRENDER OF PREMISES:

- (A) Lessee shall not assign this lease, or sublet the Premises or any part thereof without the prior written consent of the Lessor, except that Lessee's holding expositions or trade shows may sublet to exhibitors in accordance with an exposition floor plan approved by Lessor. Lessee shall not conduct any business, exhibit or activity on the premises other than herein specified. If Lessee is a corporation, the transfer of a majority of its outstanding capital stock shall constitute an assignment of the lease within the meaning of this paragraph. The event described under **TABLE 1** shall not be presented by any name or description other than that herein above designated, nor shall Lessee use any name other than that stated in this lease in the operation of the said event without the prior written consent of the Lessor.
- (B) This lease shall bind all persons claiming under the parties hereto, in whatsoever character or capacity, as fully as if they were in every instance herein named. The invalidity of any particular clause, provisions or covenant herein shall not invalidate the remainder of this lease, but the same shall be and remain valid in all respects as fully as the law will permit.
- (C) Lessee represents and warrants that no member of the Lessor or officer or employee thereof is either directly or indirectly interested in the lease of the business to be conducted by Lessee hereunder.
- (D) The termination, cancellation or recession of this lease shall not relieve Lessee of any liabilities or obligations hereunder which shall have accrued prior to the effective date of termination, cancellation or recession.
- (E) Lessee expressly waives to Lessor the benefit of "The Landlord/Tenant Act of 1951," as amended, of Pennsylvania, requiring notice to vacate the Premises at the end of the term and covenants and agrees to give up quiet and peaceable possession without further notice from Lessor at the end of the term hereof.
- (F) **The Lessor shall have the right to terminate and rescind this lease in its entirety or in part at the option of the Lessor immediately upon the happening of any of the following events:**
 - 1. Filing by Lessee of a voluntary petition in bankruptcy, or Lessee being adjudicated as bankrupt; however, such filing shall not terminate or postpone any outstanding balance and/or financial obligation of Lessee to Lessor, other than such obligation receiving court ordered protection.
 - 2. The making by Lessee of any general assignments for the benefit of creditors.
 - 3. The occurrence of any act, which operates to deprive Lessee of the rights, powers and privileges necessary for the proper conduct and operation of the events described in this lease.
 - 4. The abandonment and discontinuation of the operation of the Lessee described in this lease.
 - 5. The failure by Lessee to take occupancy of the Premises at the time specified in **TABLE 1** hereof.
 - 6. The failure by Lessee to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of Lessee to be performed, kept or observed.
- (G) Any changes in this contract, rules and regulations, fee changes or addendums must be signed by either the Facility Sales Manager, COO or CEO and the Lessee.

GENERAL COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND CODES:

- 1. Lessee shall not discriminate in use of Premises against any person because of race, creed, color, religion, or national origin.
- 2. Lessee shall not, without prior written consent of the Lessor and obtaining permit or license from the Bureau of Fire Prevention of the City of Pittsburgh, when required, bring upon the premises any gas, gasoline, acetylene or other fuel or combustible or explosive substance, or any machine or device requiring use of such substances. All decorative materials used by or for Lessee or its representatives must be fireproof or flameproof and be rated. Lessee must comply

with all requirements of said Pittsburgh Bureau of Fire Prevention; and if Lessee shall fail to do so, the Lessor may do what is necessary to effect such compliance, including but not limited to termination of this Facility Rental Lease agreement, and Lessee shall reimburse Lessor for and damages, fines, expenses, and fees associated with any compliance activity deemed necessary. Lessee must follow all lighting, sound and special effects guidelines explained by Soldiers & Sailors personnel. No truss lighting on the balconies, no fog machines, flashes or open flames are to be used in violation of Pittsburgh Fire code.

3. Only the Lessor owns the right to purchase, sell, serve, and dispense liquor and malt or brewed beverages in and on the leased Premises. All alcohol dispensed within Premises will remain under the control of Lessor. All such alcohol must be legally purchased in the Commonwealth of Pennsylvania through an authorized wine and spirits store or a licensed limited winery. Lessor may only serve, sell and/or dispense alcohol (liquor and malt or brewed beverages) only after seven o'clock a.m. of any day until two o'clock a.m. of the following day, except Sunday, and except as hereinafter provided, may sell liquor and malt or brewed beverages on Sunday between the hours of twelve o'clock midnight and two o'clock a.m. Lessor may serve, sell and/or dispense liquor and malt or brewed beverages on Sundays from eleven o'clock a.m. until midnight without the need to acquire or qualify for a special permit. Sales of alcoholic beverages before, during or after performing arts events or other entertainment events may consist of liquor or malt or brewed beverages in shatterproof containers. Sales during trade shows, conventions, banquets or at other events, or sales made in the club seats may consist of liquor or malt or brewed beverages in any type of container; however, any liquor or malt or brewed beverages sold in the club seats must remain in the seating level or restaurant facility. For purposes of this section, a club seat is any seating located on the designated club seating level and partitioned from general seating by a wall, divider, partial wall or railing. The club seating level must not be accessible by the general public.

ADDENDUM

Helium filled balloons, loose glitter and loose confetti are not permitted onsite. Client assumes responsibility for all fees associated with removal as a result of failure by either the client or client's guests to observe this rule.

All rental agreements are subject to any new and existing COVID-19 restrictions imposed by Soldiers & Sailors, the Lessee (www.coronavirus.pitt.edu/operational-postures) and the city, county, state, and federal governments. For the avoidance of doubt, the parties acknowledge and agree that any pandemic or national or regional emergency that renders the Event reasonably unsafe or against Soldiers & Sailors, the Lessees or the city, county, state or federal government policies or procedures may be cancelled without any further payment obligations and without liability hereunder. In the event of a postponement all fees paid may be applied to the future event date. In the event of cancellation, lessee may apply payments made in addition to the nonrefundable initial deposit to a future rental agreement in the form of a credit or request a refund of said fees.

Your non-refundable initial retainer payment funds the lead up actions and activities, including but not limited to internal production and management of your event related documents and materials as well as all internal and meetings, communication and coordination related to your event, from the time of booking to the month prior to your event when your balance is due.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first written above.

Lessee – **University of Pittsburgh** (Print Name) Lessee Signature

____/____/____
Date

Lessor – **Soldiers & Sailors** (Print Name) Lessor Signature

____/____/____
Date