

KEY TERMS SHEET

LEASE AGREEMENT BY AND BETWEEN ROCKLIN COMMUNITY THEATRE AND THE CITY OF ROCKLIN (Finn Hall, 4090 Rocklin Road, Rocklin, CA)

This term sheet is intended to enumerate the basic terms and conditions which Rocklin Community Theatre (RCT) and the City of Rocklin (City) will memorialize in the form of an agreement. The new agreement will utilize the existing agreement, authorized by City Council on June 27, 2017, as a template for the updated agreement terms.

A. PARTIES & TERM

1. Parties – City of Rocklin (City) and Rocklin Community Theatre (RCT)
2. Term – Execution Date through December 31, 2026. Term shall be renewed annually on January 1 of each year, unless either party notifies the other party no less than ninety (90) days before the end of the then-current term of its intent to terminate or renegotiate the agreement.

B. KEY TERMS

1. RCT shall have sole and exclusive use of Finn Hall and Annex for the full term of agreement. RCT will make an effort to rent the facility to interested external organizations as is feasible.
2. RCT shall have the right to rent the premises in accordance with the City's rental policies and established rates provided the City shall approve all such rentals. Rental revenues will be split 50/50 between the City and RCT less any direct costs incurred by RCT such as A/V Tech positions.
3. RCT shall have exclusive use of the Finn Hall parking Lot on scheduled performance dates.
4. City agrees to provide use of Leased Premises for the sum of \$1 per year during the term of this agreement.
5. City shall bill RCT monthly in the arrears for the actual cost of the utilities;
 - i. Electricity
 - ii. Sewer
 - iii. Water
6. RCT shall directly pay all of the utility costs and expenses for the following;
 - i. Cable service and/or high speed internet services
 - ii. Telephone
 - iii. Alarm (if applicable)
7. RCT will designate City as a primary supporter and sponsor of the RCT with the associated benefits to include recognition of the City as appropriate.
8. RCT is responsible for maintaining and repairing the interior walls, security alarms, window cleanliness, lighting fixtures, interior ceilings, walls, floor coverings, latches, locks and all other interior improvements.

9. RCT is responsible for janitorial/cleaning for Finn Hall and Annex including pest control and floor refinishing.
10. City is responsible for exterior improvements, windows, doors, foundation, building structure, and interior equipment including bearing walls, sprinkler systems, fire alarm and smoke detection systems, fire hydrants, mechanical equipment, HVAC systems, electrical systems and plumbing fixtures/equipment.
11. City is responsible for landscape and parking lot maintenance.
12. RCT will provide insurance coverage at \$2 million per occurrence – consistent with City practice on contracts for services.
13. RCT shall provide written quarterly reports to the City at the end of each quarter regarding the activities, programs and other significant actions undertaken by RCT at Finn Hall. The written report will include an update to the City on RCT's financial status.
14. RCT will have access to event signage display in front of Finn Hall along Rocklin Road. Signage must be approved by City and will be produced at the expense of RCT.

THESE PROPOSED TERMS ARE NOT BINDING ON EITHER PARTY UNTIL: (1) APPROVED BY THE ROCKLIN CITY COUNCIL; AND (2) A FORMAL, AGREEMENT IS EXECUTED BY BOTH PARTIES.