

**LEASE AGREEMENT**

This Lease Agreement (hereinafter the "Agreement") made this \_\_\_ day of June, 2025 by and between the **City of Hallowell**, a Maine municipal corporation, with an address of 1 Winthrop Street, Hallowell, Maine 04347 (hereinafter the "City") and **Augusta Players doing business as Gaslight Theater**, with an address of P.O. Box 345, Hallowell, Maine 04347 (hereinafter "Gaslight").

Whereas, the City is the owner of the City Hall Auditorium, and the entire City Hall Building; and  
Whereas, the City has invested in the restoration of the City Hall Auditorium; and  
Whereas, the City Hall Auditorium is available for rental use; and  
Whereas, Gaslight has authorized its President or Business Manager to enter into a lease agreement with the City to use portions of City Hall and portions of the Auditorium under the terms of this Agreement; and  
Whereas, the City, by vote of its Council, has authorized its City Manager to enter into this Agreement; and  
Whereas, the word "shall" in this agreement is mandatory; and  
Whereas, the City supports performing arts;

Now therefore, recognizing that these recitals are true and correct, the City and Gaslight in consideration of mutual covenants contained herein and other valuable consideration, acknowledged by each of the parties, hereby agree as follows:

**GENERAL**

**A. NO ASSIGNMENT**

Gaslight shall not assign, mortgage or encumber this Agreement or any of its rights herein.

**B. PREMISES**

Gaslight shall lease from the City portions of the City Hall and its Auditorium, including utilities, subject to the payment of fees and compliance with all conditions and covenants and permissions contained herein.

**C. TERM**

The term of this Agreement shall begin on July 1, 2025 and terminate, with or without prior notice, on June 30, (2027??) (the "Termination Date"), notwithstanding the date of execution of this Agreement.

**D. NOTIFICATIONS**

Where used in this agreement “notification” to Gaslight by the City shall be met through (1) first class mail to the President at home and Business Manager at home or (2) email to the President and Business Manager.

Where the “notification” references “termination of lease”, it shall be by certified mail. For any “request or demand for action within a specified time period”, the notification shall be initially sent by notification as described above and if no response is received, certified mail, return receipt to the President of Gaslight with a copy by first class mail to the Business Manager of Gaslight. Date of notice shall be the date of receipt on the certified mail return receipt. If the President of Gaslight refuses to accept the certified mail, then the date of receipt shall be the date of first notice of attempt to deliver by the Post Office.

**PART I: FEES**

Gaslight is permitted to use portions of the City Hall and its Auditorium in accordance with the following fee schedule. Additional fees may be charged for custodial services, or for the services of the police or fire department, when requested by Gaslight or deemed necessary by the City Manager.

**A. DAILY PRODUCTION FEE**

1. Gaslight shall pay a daily performance fee of \$60.00 per day for performances and all other scheduled uses on that day.
2. This fee shall be paid to the City Treasurer within five (5) City business days following the last performance of each production.

**B. GENERAL RENTAL FEE**

1. Gaslight shall pay a general rental fee of ~~\$800.00~~ \$1,600 per year for the use of the Auditorium for auditions, set construction, rehearsals, workshops and meetings. This works out to roughly ten dollars for each of the 164 usage days requested.

This general rental fee shall be paid in semi-annual payments to the City Treasurer according to the following schedule:

Before January 15 ~~\$400~~ \$800      Before July 15 ~~\$400~~ \$800

2. General rental fees received after the due date between the 16th and 30th of each ~~quarter payment month~~ shall be considered a late payment with an additional \$30.00 per month late payment fee added to the ~~quarterly~~ semi-annual payment.

**Comment [Bostwick,1]:** We suggest \$1200. We realize costs are going up and this is likely doable with our budget. We already 60 for performances, which is \$1080 to \$1440 on top of the Annual fee.

**Comment [Bostwick,2]:** Remove?

**PART II: SCHEDULING**

**A. SCHEDULING**

- 1. Initial scheduling of the Auditorium may be conducted by phone or email. However, the schedule is confirmed by e-mail through the City Clerk.
- 2. Only the Business Manager or their designated representative, identified by the Business Manager to the City Manager and Clerk, shall schedule the Auditorium. The Business Manager shall inform the City Clerk who the Director or Producer of each production is prior to specific scheduling for that production.

**B. SCHEDULE LIMITATION**

- 1. Gaslight use of the Auditorium is limited to one hundred and sixty-four (164) days of scheduled events per year.
- 2. Requests by Gaslight for any days in excess of one hundred and sixty-four (164) shall be at a cost of \$35 per day. Gaslight will contact the City via phone or email at least one week in advance of the proposed additional use date.
- 3. Incidental Uses. Gaslight may use the Auditorium for unscheduled incidental uses, **at no cost**, as long as that use: ~~a.) does not conflict with another scheduled use; b.) will not prevent another scheduled use from occurring; c.) will result in minimal use of utilities; and d.) does not conflict with any other policy within this Agreement~~ **it is approved by the City Manager or City Clerk.**

**Comment [Bostwick,3]:** Since we pay a separate for performances, those 18 to 24 dates should not be included in the 164.

**C. ADVANCE SCHEDULING FOR DAILY PRODUCTIONS**

Gaslight ~~will provide a~~ **may 12-month** schedule of the specific **requested** dates for the actual public performances ~~of a theater production and the ten day period~~ **prior to the beginning of the New Year** ~~initial one (1) year in advance through the term of this Agreement in accordance with III A 1.~~

**D. ADVANCE SCHEDULING FOR GENERAL RENTAL**

- 1. Gaslight may schedule the Auditorium up to 3-months prior to general rental for auditions, set constructions, rehearsals, workshops and meetings.
- 2. Gaslight shall ensure that all of the scheduling is confirmed by e-mail through the City Clerk.
- 3. Gaslight may schedule the Council room at no cost for monthly business meetings

**Comment [Owner4]:** We like to use the council chambers for our monthly board meetings and would like to schedule them at the beginning of the year

provide they are scheduled one (1) month in advance of use.

**PART III: CONDITIONS**

This agreement is subject to the following conditions:

**A. REHEARSALS AND PERFORMANCES**

1. Gaslight shall not hold stage rehearsals or productions during City meetings, defined as City Council Meetings (regular or special); City Council Workshop Meetings; City Council Budget Meetings; Planning Board Meetings (regular or special); Board of Appeals Meetings; or any City public meeting.
2. Gaslight shall not schedule the Auditorium on the following days:
  - a. First Monday after the first Tuesday of each month due to City Council meetings.
  - b. Any Special City Council meeting or special City Council or Council committee sponsored public meeting.
  - c. Third Wednesday of each month due to the Planning Board meeting.
  - d. First business day in January for the inauguration of Mayor and/or Councilors.
  - e. First Wednesday and Thursday in December for Children's Christmas Party.
3. The City may cancel any evening use by Gaslight for use by the City, except for scheduled performances and scheduled dress rehearsals held prior to the initial performance of each production. The City will provide 48-hours notification of any cancellation under this paragraph to the President and Business Manager of Gaslight.
4. If the City's Emergency Management Director determines there is a need to use the Auditorium as an emergency shelter during a weather related event or other disaster, then Gaslight agrees to the City's immediate use of the Auditorium following the decision of the City's Emergency Management Director.

**B. SET CONSTRUCTION**

1. Set construction and painting shall only be conducted on the stage or stage thrust, and may be constructed on the Auditorium floor as long as the floor is covered with a material acceptable to the City Manager.
2. A protective padding (¼ inch cardboard, heavy duty tarp, furniture moving padding or other heavy duty protection material approved by the City Manager) shall be used by Gaslight to protect the stage thrust area during set construction and painting. **No set construction may be performed on the Auditorium floor.**

3. Gaslight shall not change, install, or extend any permanent stage wiring without the prior written approval of the City Manager.
4. Any telephone wires or any other type of wires used in the performance of a play or at any other time that is run from the stage area to the technical lighting area in the south balcony shall be safely secured if they are not able to be run through the existing balcony conduit designated by the City for this purpose. Doorbell/speaker wires need to be secured down when used in areas where there is public use and the placement of speaker wires shall comply with the State Electrical Code.
5. Gaslight shall not conduct construction or loud activities (hammering, sawing, drilling or cutting, singing, music rehearsals, full voice acting) during City business hours, but shall be permitted to quietly read scripts or paint stage props during that time if properly scheduled.
6. Gaslight shall ensure that paint filled containers are stored in accordance with workplace safety requirements.
  - ~~Paint filled containers will be stored in accordance with State Law.~~
7. Gaslight shall not place any nails, screws, tacks, staples, tape or any other type of damaging device into or on walls, floors, window woodwork or windows, door woodwork or doors, wainscot, stairs or stair rails, balcony woodwork or lights.
8. Gaslight may affix glow tape, chalk, or other similar products to the thrust or rear stage area during a performance. All glow tape, chalk and other similar products shall be removed within five (5) days following the completion the last performance of each scheduled production.

**C. STORAGE AND CLEAN UP**

1. During the period of this Agreement, Gaslight shall only store theater props and flats and tools and other material on the roof area over the fire escape, in the upstairs room next to the north balcony, or under the stage area that is sprinkled.
2. All designated storage areas shall be, at all times, kept in a neat and orderly condition. Clutter is not permitted.
3. Gaslight shall not store anything within one (1) foot of a sprinkler head.
4. Gaslight shall not hang anything from a fire sprinkler pipe, electrical boxes, electrical conduits or electrical wiring.
5. Gaslight shall keep the dressing room clean and free of Gaslight property before and after each production.

**Comment [Bostwick,5]:** We would like to use the metal shelves by the dressing room door to store posters and scripts between shows as a place where members can pass along information

6. Gaslight shall not use the north balcony area as a storage area for anything other than large ladders. All tools, lumber, etc should not be stored in this area once set construction has been completed.
7. Gaslight may use the south balcony area for storage of only the following items:
  - Four (4) large dimmer packs on a rack
  - Two (2) followspots
  - Two (2) speakers and stands
  - One (1) 2-ft. by 3-ft. table and a light on a stand
  - Two (2) chairs
  - Light Control Board
  - Storage box with sound and lighting gear
  - Video camera equipment carrier that does not fit in the box
8. Gaslight shall not store step ladders or ladders against the Auditorium walls or on the Auditorium floor.
9. Gaslight shall store smaller ladders at the rear of the stage or under the counter in the ~~kitchen~~ dressing room area unless otherwise agreed to.
10. Unless the City requests a more prompt schedule to accommodate other scheduled users, large props and sets shall be moved behind the curtain line within 48 hours of the last performance of each production and shall be permanently stored within 7 days of the last performance of each production, except as provided in Part III, C.15.
11. Gaslight shall clean up after every rehearsal and every production as determined by the City Manager, based upon upcoming scheduled events. The auditorium should always look presentable. Clean up consists of sweeping all areas used, removing all trash, storing theater props, property and flats in their designated storage locations, turning out all lights and securing locking the Auditorium fire escape door, the Council Room door and the City Hall front entrance door.
12. The City Manager or City Clerk will notify the Gaslight business manager if the Auditorium is not left in a clean condition after use. If Gaslight does not remedy the situation to the City's satisfaction within four (4) business days of notice, Gaslight shall pay to the City an additional \$100.00 cleaning fee within ten (10) days of presentation of invoice.
13. Gaslight may store lights along the light bars on the ceiling. The number of lights shall not exceed the number of outlets on the electrical connector strips.
14. Gaslight shall not store anything under the stage thrust.

15. Gaslight is authorized ~~to~~ **have** temporary storage of sets or set portions or large props on the stage behind the curtain line to accommodate requests from future productions provided no conflict with scheduled uses exist, unless notified to the contrary by the City Manager.

**D. SAFETY**

1. Gaslight shall, at all times, keep the following areas clear and unobstructed:
  - a. Aisles.
  - b. Passageway to doors.
  - c. All other passageways.
  - d. Fire escape
  - e. Stairs

The City shall post an escape diagram in the kitchen, balcony, rear stage and auditorium

2. Gaslight shall not use pyrotechnics, candles, fire making devices (wood stoves, propane stoves, propane heaters, pipes, cigarettes, cigars, matches, lighters, or any other device capable of producing heat or fire) during any scheduled event *unless approved by the City Manager and the Fire Chief.*
3. Gaslight shall not open or tamper with any electrical box in the City Hall Building.
4. Gaslight shall not cut or splice into any electrical wire or conduit in the City Hall Building.
5. Smoking is prohibited in the City Hall Building and within ten (10) feet of all entrances and exits of the City Hall Building.
6. Gaslight shall not exceed the following occupancy limitations:
  - a. Auditorium floor unfixed seating = 125
  - b. Auditorium floor standing room only (no seats) = 226
  - c. Auditorium floor cabaret = 96
  - d. ~~Balcony unfixed seating = 34~~
  - e. Stage Area standing room only = 30
7. The City Manager shall lock the stairs to the stage thrust. The locks shall only be removed and the stairs shall only be moved by the City Manager, **or his/her authorized representative.**
8. Gaslight shall not use any extension cord beyond its rated capacity and extension cords

may not be connected together.

9. Gaslight shall not exceed the capacity of electrical outlets or overload electrical outlets.

**E. OTHER CONDITIONS**

1. The City, as owner of the stage thrust, recognizes that the thrust requires **periodic** painting due to normal wear and tear and the City agrees to such maintenance responsibilities and will coordinate this painting with Gaslight.
2. Gaslight recognizes that the City ~~has opened up~~ will not allow the north balcony to be opened up to public seating during scheduled events until the balcony fall prevention railing is raised to a code compliant height above the balcony floor.

Gaslight may direct the seating of its audiences in the manner which they determine is appropriate for any given production, ~~but not including restricting seating in the balcony with appropriate notification to any individual requesting seating in the balcony that Gaslight, and Gaslight alone, desires to restrict the seating for artistic or logistical purposes.~~

3. Gaslight is authorized to use the City's theatrical light mounting pipe rail, electrical connector strip and balcony theater lighting receptacles.

In exchange for the use of the City's installed theater system, Gaslight shall provide to the City the use of their lights and equipment for any City event and provide a lighting operator at no cost, if available.

4. Gaslight shall pay for any damage, beyond normal wear and tear, as a result of their use of the Auditorium or other parts of City Hall.
5. Gaslight shall pay for any damage to any other part of the City Hall Building and the exterior of the City Hall Building as a result of their bringing in set material or any other type of activity related to their scheduled event.
6. Gaslight shall provide to the City, as loss payee, a damage insurance policy to be kept in force during the term of this Agreement.
7. Gaslight shall not lock any interior door in the City Hall Building.
8. Gaslight shall protect the elevator from damage during the bringing in or removal of set material.
9. Gaslight shall not overload the elevator.

10. The City, through its employees, officials, agents and without notice, may enter and inspect the leased portions of the Auditorium for safety inspections and to insure the articles of the Agreement are being adhered to.
11. The City shall provide two sets of exterior keys to the Business Manager and Gaslight agrees not to have the keys copied. The Business Manager will sign for the keys.
12. The City shall provide the following in the **Kitchen dressing room** for use by Gaslight during scheduled use times:
  - Refrigerator
  - ~~Air Conditioner in the north window. No other fans or Air Conditioners are authorized in the windows. An electrical outlet for an air conditioner that belongs to Gaslight.~~
  - A bulletin board on the west wall. Gaslight may post information on this bulletin board during rehearsal and production periods.
  - An appropriate make-up mirror and counter.
  - Coat / clothes rack.
  - Blinds for the two west windows and one north window.
  - One fire extinguisher.
13. Gaslight shall not post notes/notices/pictures/or any other informational material to the walls, ceiling, woodwork or windows of the **kitchen dressing room** or other areas of the Auditorium. A bulletin board for this purpose is provided in the **dressing room**.
14. During the performance period of a play, Gaslight may use the Second Street level lobby area and the audience area of the City Council room to sell tickets and serve refreshments. The City Council desks and chairs shall not be moved or used during these performance periods.
15. Gaslight shall clean the lobby and Council Room audience area of all food and beverages spilled on the floor, rugs and tables after each performance.
16. The City shall make available two eight (8) foot tables for use by Gaslight during the performance periods. Gaslight shall be responsible for moving tables from the City storage area and returning them.
17. During the period between play performances, Gaslight may leave the stage area fully set up for the play.
18. ~~The City shall install the three (3) air conditioners owned by Gaslight and store the air conditioners each year. The City is authorized to use the air conditioners for other events in the auditorium and kitchen (dressing room).~~ **Window air conditioners are not allowed since the auditorium is fully air conditioned as of September 2024.**

**Comment [Bostwick,6]:** AC in Auditorium does extend into nor cool the dressing room, which gets afternoon sun. Request ability to install AC or fan during warm weather shows

**Comment [Bostwick,7]:** We would like to affix signage to the door asking the public not to enter during shows

**Comment [Bostwick,8]:** AC in Auditorium does not cool the dressing room, which gets afternoon sun. Request ability to install AC or fan during warm weather shows

19. The City shall make available at least one of the two pianos in the auditorium for Gaslight performances. The cost of piano tuning for a performance shall be borne *equally* by Gaslight and the City of Hallowell based on the amount of usage, and the vendor shall be approved by the City.

**PART IV: HOLD HARMLESS AND LOSS OR DAMAGE TO PROPERTY**

**A. HOLD HARMLESS**

Gaslight covenants and agrees to forever save and hold the City harmless from and against all claims for damage or loss of property and all claims for injuries to or death of persons in or about the premises caused by the negligence or willful act or omission of Gaslight or persons associated with Gaslight and permitted upon the leased portions of the Auditorium by Gaslight, or resulting from Gaslight's negligent or intentional failure to observe or comply with any of Gaslight's obligations undertaken in this Agreement.

**B. LOSS OR DAMAGE TO PROPERTY**

The City, its officers, employees, and agents shall not be liable for any loss, damage, or destruction of Gaslight property on the leased portions of the Auditorium occasioned by any cause whatsoever, including without limitation, fire, explosion, riot, water, or theft; and Gaslight covenants and agrees to hold the City harmless from any claims of Gaslight or any other person, by way of subrogation or otherwise, arising from such loss, damage, or destruction of Gaslight property on the leased portions of the Auditorium. Notwithstanding anything in this paragraph, the City shall be liable for its own negligence or willful acts.

**PART V: AMENDMENT, TERMINATION OF AGREEMENT**

**A. AMENDMENT, TERMINATION OF AGREEMENT**

1. This Agreement may be amended by the mutual consent of both the City and Gaslight.
2. Handwritten changes are not permitted or authorized.

**B. TERMINATION OF AGREEMENT**

1. This Agreement may be terminated by the mutual consent of both the City and Gaslight.
2. City may terminate this Agreement through the Default Clause in PART VI below.
3. Gaslight may terminate this Agreement for no cause with 30-days notice.

**PART VI: DEFAULT**

**A. FAILURE TO PAY LEASE FEES**

If Gaslight is thirty (30) days or more in arrears in the payment of lease fees the following will occur:

1. The City Manager will send a notification of arrears to the Gaslight President and Business Manager specifying a seven (7) day notice to pay fees due.
2. If fees are not paid after notice is given, then the City Manager shall place the matter before the next City Council meeting.
3. The City Council may terminate the lease with a majority vote of the City Council.

**B. VIOLATIONS OF LEASE**

In the event Gaslight violates any provision of this Agreement, except as provided in paragraph A above, the City through its City Manager shall provide written notification in accordance with General Section, Subsection D. Notifications to the Gaslight President and Business Manager will describe the violation and demand Gaslight remedy the violation within fourteen (14) days.

The City shall remedy the violation if Gaslight does not within the period specified.

The City Council may terminate the lease with a majority vote of the City Council.

**PART VII: CITY'S REMEDIES UPON TERMINATION**

Upon termination of this Agreement, for any reason, Gaslight shall there upon quit and surrender the leased portions of the Auditorium and other portions of City Hall to the City within thirty (30) days.

In the case of termination of the term of this Agreement for any cause, the City shall have not waived any rights hereunder, and shall be entitled to recover damages as for breach of contract, which may include to the extent permitted by law, all amounts owed to the City under the terms of this Agreement through Gaslight's date of vacation of the leased portions of the Auditorium, and all unpaid rental fees, assessments, costs, other obligations owing to the City under this Agreement, including reasonable attorney's fees incurred in connection with the retaking of the leased portions of the Auditorium, the removal and storage of Gaslight's property, and the recovery of damages. In any contested hearing to enforce this Agreement, in cases of wanton disregard of its terms, attorney's fees shall be awarded to

the prevailing party.

**PART VIII: END OF TERM**

On or prior to the Termination Date or upon any other termination of the Term of this Agreement, whether by reason of Gaslight's default or otherwise, Gaslight shall quit and surrender the leased portions of the Auditorium to the City.

The leased portions of the Auditorium shall be surrendered broom clean, in as good a condition as on July 1, 2025, except with ordinary wear or damage by fire or accident not the fault of Gaslight or persons in the Gaslight organization. Gaslight shall remove all property of Gaslight from the leased portions of the Auditorium as directed by the City.

**PART IX: ENTIRE AGREEMENT**

There are no promises, understandings or agreements of any kind existing between the City and Gaslight, except as provided in this Agreement, which represents the entire Agreement between the parties.

**PART X: BINDING EFFECT**

This Agreement shall inure to and be binding only upon Gaslight and shall terminate upon the termination or dissolution of Gaslight.

Notwithstanding the termination of this Agreement for any reason, Gaslight shall remain liable for all its obligations to the City incurred during the term of this Agreement or during Gaslight's possession of the leased portions of the Auditorium" and all expenses, costs, and attorney's fees incurred by the City in pursuing its remedies under PART VII herein.

**PART XI: NO WAIVER**

A waiver of a breach of any term, condition or covenant contained in this Agreement shall be effective only if in writing, and shall not be considered to be a waiver of any other term, condition or covenant, or of any subsequent breach of any nature.

**PART XII: APPLICABLE LAW; HEADINGS**

This Agreement shall be construed and enforced in accordance with the laws of the State of Maine. The headings or captions in this Agreement shall not be taken into account in construing the meanings of the provisions hereof.

IN WITNESS WHEREOF, the City and Gaslight have each caused this Agreement to be duly executed in duplicate and delivered to each other all on the date above written.

Witnessed by:

CITY OF HALLOWELL

---

\_\_\_\_\_  
By:  
Its City Manager

GASLIGHT THEATER

---

\_\_\_\_\_  
By Joe Maranda  
Its President  
Or Richard Bostwick  
Its Business Manager